

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PA-0035	3. Effective Date: Mar 13, 2015	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 874	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. GS-10F-0118S 10B. Dated (See Item 13) Jan 27, 2006	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> is extended         </div> <div style="width: 45%; text-align: right;"> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral <u>See Block 13 Notes...</u>			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Contract GS-10F-0118S is hereby modified to make the following administrative changes:  Deleted ----- Clint U. McCoy Contracting Officer Phone: 253-931-7714 Email: clint.mccoy@gsa.gov				
Continue next page				
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Clint U. McCoy		
15B. CONTRACTOR/OFFEROR <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Mar 13, 2015	

Continuation of Description...

Deleted

-----

James M Walker Jr.

Contracting Specialist

Phone: 253-931-7597

Email: james.walker@gsa.gov

Added

-----

Michael D. Dixon

Contracting Officer and Contracting Specialist

Phone: 253-931-7037

Email: michael.dixon@gsa.gov

Block 13 Notes  
-----

Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PA-0036	3. Effective Date: Mar 23, 2015	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 874	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			X	10A. Modification of Contract/Order No. GS-10F-0118S  10B. Dated (See Item 13) Jan 27, 2006
Code	Facility Code			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> is extended         </div> <div style="width: 45%; text-align: center;"> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral <u>See Block 13 Notes...</u>			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  In accordance with the requirements of clause K-FSS-1 Authorized Negotiators, the following authorized negotiator is hereby added to the contract: Name: (b) (6), Consultant Phone: (b) (6) Email: (b) (6).com This authorized negotiator is not authorized to sign contracts.  The following authorized negotiators, (b) (6) and (b) (6) are hereby deleted <div style="text-align: right;">Continue next page</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)  Mod submitted by (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)  Michael D. Dixon		
15B. CONTRACTOR/OFFEROR  <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED  Mar 23, 2015	



Continuation of Description...

from the contract as authorized negotiators

Note: Failure to update your electronic file submission in accordance with contract clause 552.238-81 will adversely impact the customer s ability to utilize your services.

Block 13 Notes  
-----

Block 13.B:

K-FSS-1 Authorized Negotiator

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   1
Amendment/Modification No. PA-0037		3. Effective Date: Mar 26, 2015	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 874
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:  9B. Dated (See Item 11)	
			<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">X</div> <div>           10A. Modification of Contract/Order No.            GS-10F-0118S            10B. Dated (See Item 13)            Jan 27, 2006         </div> </div>	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 20px; margin-right: 10px;"></div> <div>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers</div> <div style="margin-left: 100px;"> <div style="border: 1px solid black; width: 40px; height: 20px; margin-right: 10px;"></div> <div>is extended</div> <div style="margin-left: 100px;"> <div style="border: 1px solid black; width: 40px; height: 20px; margin-right: 10px;"></div> <div>is not extended.</div> </div> </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral <u>See Block 13 Notes...</u>			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <div style="border: 1px solid black; padding: 0 5px;">X</div> , is <div style="border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></div> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  This modification heeby corrects (b) (6), as identified in modifcaation PA 0036, name to (b) (6).				
15A. NAME AND TITLE OF SIGNER (Type or Print)  Mod submitted by (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)  Michael D. Dixon		
15B. CONTRACTOR/OFFEROR  <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED  Mar 26, 2015	

Block 13 Notes  
-----

Block 13.B:

K-FSS-1 Authorized Negotiator

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						136	
2. AMENDMENT/MODIFICATION NO. MODIFICATION CM-A473		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE)	
6. Issued By Code				7. ADMINISTERED BY (If other than Item 6) Code			
General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001				401 WEST PEACHTREE ST  ATLANTA, GA 30308			
8. Name and Address of Contractor (No., street, county, State and ZIP Code  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S	
						10B. DATED (SEE ITEM 13) Jan 27, 2006	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
		The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers				is extended	
						X is not extended.	
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :  Continued on next page					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not [X] is [ ] required to sign this document.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Continued on next page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Michael D. Dixon Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
GSA Unilateral Mod				Electronically Signed		Oct 02, 2015	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			

FAR Citation: 43.103 (b)(1)

The purpose of this modification is to change the program name. Effective October 1, 2015, this GSA Schedule contract has been changed to: Professional Services Schedule (PSS). All other terms and conditions remain the same.

Attached is the new SIN table that is to be used when adding services. Either SIN number can be used when submitting modifications to add services. However, it is highly recommended that contractors request to add the SIN without the alpha "C," as GSA intends to issue a modification to delete all of the SINs which contain the alpha "C" designation with exception of the complementary SINs shortly after October 2018. Until that time, both SINs are interchangeable and viewable in eBuy.

GSA Advantage! catalog updates should occur under normal circumstances (such as after you modify your contract to add/change awarded items or prices). When you update your GSA Advantage! catalog/text files, please reference the new PSS rather than the predecessor Schedule.

When requesting a modification to add new services, please refer to the modification instructions found on the PSS portal page at [www.gsa.gov/psschedule](http://www.gsa.gov/psschedule).

**PROFESSIONAL SERVICES SCHEDULE (PSS) SOLICITATION FCO-00-CORP-0000C,**  
**(October 2015)**

Single Schedule	FSC PSC CODE	00CORP SIN	SIN Definition	NAICS Code	Size Standard
			<b>SPECIAL ITEM NUMBERS (SIN)</b>		
PSS	R498	C100 01 OR	Introduction of New Services - A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government or not currently available under any GSA Contract, but is categorically related to this procurement. This SIN is available to all sub-Schedules in the Consolidated Schedule.	541890	\$15M
874	R498	874 99		237110	\$36.5M
871	R498	871 99		237130	\$36.5M
541	R701	541 99		238210	\$15M
874V	R706	874 599		238220	\$15M
738II	7010	382 99		541930	\$7.5M
899	F999	899 99		541611	\$15M
				541614	\$15M
				541330	\$15M
				541350	\$7.5M
				541620	\$15M
PSS	R498	C100 03 OR	Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.	*541330	\$15M
871		871 8		*561210	\$38.5M; Note
738 II	7010	382 6		334111	12
874	R425	874 5		334112	1000
874V	R706	874 506		334210	Employees
899	F999	899 10		334290	1000
541	R701	541 1000		*541519	Employees
	U009			*541711	1000
					Employees
				*541712	750
					Employee
				511199	\$27.5 M
				451220	500
				511130	Employees;
				541614	Note 11
				541620	500
				541930	Employees;
				561499	Note 11
					500
					Employees
					500
					Employees
					500
					Employees
					\$15M
					\$15M
					\$7.5M
					\$15M

			<b>Facilities Maintenance and Management (03FAC)</b>		
03FAC	R498	C871 202	<b>Energy Management Planning and Strategies</b> - A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED. 1. Consulting / Auditing / Energy Management Solutions - The strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions. 2. Concept Development and Requirements Analysis - The analysis of the audit results and outlined requirements to design a detailed energy management project concept. 3. Implementation and Change Management - The implementation and integration of more energy efficient practices and systems and training in using them effectively. 4. Measurement and Verification - The performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.  <b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b>	237130 *541330 541350 541618 541690	\$36.5M \$15M \$7.5M \$15M \$15M
03FAC	R498	C871 207	<b>Energy Audit Services</b> - Including, but not limited to, developing, executing, and reporting on audit plans and/or performing energy and water audit services. Energy audits may range from cursory to comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Audit services can include computerized control systems using analytical software and a network of electronic devices to assist Federal agencies with achieving energy conservation goals. Energy efficient buildings certification programs such as LEED may be included.  <b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b>	*541330 541350 541690	\$15M \$7.5M \$15M
03FAC	R498	C871 208	<b>Resource Efficiency Management (REM)</b> -This service involves the utilization of an on-site Resource Efficiency Manager or advocate to assist federal agencies with sustainability initiatives / improvements. These advocates shall work on-site at federal facilities. REM contracts are typically one year long with an option to renew for two or three years. Services could include, but are not limited to,	541350 541618 *561210 561990	\$7.5M \$15M \$38.5M; Note 12 \$11M



			<p>energy usage assessments, providing recommendations on possible steps to improve energy efficiency, progress tracking on sustainability improvements, reporting, etc. Energy efficient buildings certification programs such as LEED may be included.</p> <p><b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b></p>		
03FAC	R498	C871 211	<p><b>Energy Consulting Services</b> - Contractors shall provide expert advice, assistance, guidance or counseling on energy related projects or initiatives to assist agencies in adhering to energy legislation and policy such as EPACT 2005, Executive Order 13693. Consulting services covered by this SIN include:</p> <p>Energy management or strategy  Energy program planning and evaluations  Energy related studies, analyses, benchmarking and reporting such as feasibility studies, vulnerability assessments, and energy security  Assistance in meeting energy efficient building standards such as Leadership in Energy and Environmental Design (LEED), Green Globes and Energy Star.  Advisory services in obtaining alternative financing for energy projects such as Energy Savings Performance Contracts, Power Purchase Agreements or Enhanced Use Leases.  Consulting on carbon emissions trading programs  Consulting on where to obtain renewable energy credits/certificates  Consulting on greenhouse gas measurement and management  Strategic sustainability performance planning  Consulting on obtaining high performance sustainable buildings  The implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems.</p> <p><b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b></p>	541611 541618 541690 *561210 561990	\$15M \$15M \$15M \$38.5; Note 12 \$11M
			<b>Financial and Business Solutions (FABS) (520)</b>		
520	R704	C520 1 520 1	<p><b>Program Financial Advisor</b> - Assist agencies on cross-cutting issues, asset marketability, program development, trust or other monetary fund management / benefit administration, equity monitoring, originations, and addresses any other considerations regarding the acquisition, management and/or resolution of an asset.</p>	523110 522310 *531210	\$38.5M \$7.5M \$7.5M; Note 10
520	R704	C520 2 520 2	<p><b>Transaction Specialist</b> - Assist agencies in all asset resolution related areas including valuation / pricing, portfolio stratification, restructuring and disposition strategies which best meet agency goals. Make specific recommendations as to the best execution. Conduct a sale or other disposition</p>	523110 522310 *531210	\$38.5M \$7.5M \$7.5M; Note 10

			vehicle. Provide marketing expertise, budget and credit reform analyses.		
520	R710	C520 3 520 3	<b>Due Diligence and Support Services</b> - Assist agencies in the confirmation and validation of specific elements of an agency's portfolio of assets. Collect and organize data from an agency's files or a third party source, create asset inventory database, provide support for asset sales (e.g., asset valuations, investor war room and asset packaging, and closings), develop quality / information controls.	541611	\$15M
520	R705	C520 4 520 4	<b>Debt Collection</b> - Provide collection services and servicing of defaulted loans which may include borrower negotiations, restructuring, and workout agreements.	561440	\$15 M
520	R704	C520 5 520 5	<b>Loan Servicing &amp; Asset Management</b> – Assist agencies in servicing, monitoring and maintaining loan assets which may include establishing loan database, remittance processing, verify and update borrower data, issue forms and correspondence, process loan cancellations and consolidations, billing services, credit bureau reporting, and transfer and discharge loans. Provide servicing of troubled loans which may include borrower negotiations, restructuring, foreclosure and supervision of the sale of the collateral and workout agreements.	541611 522310	\$15M \$7.5M
520	R704	C520 6 520 6	<b>Professional Legal Services</b> - Assist agencies with the full spectrum of professional legal support required for the resolution, management and/or disposition of assets held by the Federal Government	541110	\$11M
520	R704	C520 7 520 7	<b>Financial &amp; Performance Audits</b> - financial-related audits, performance audits, and contract audits in accordance with Generally Accepted Government Auditing Standards (GAGAS) and non-GAGAS. An independent assessment of an audited entity's a) financial statements in conformity with generally accepted accounting principles, b) financial information, adherence to financial compliance requirements and internal controls, or c) organization or program performance to identify areas for improvement.	541211	\$20.5M
520	R704	C520 8 520 8	<b>Complementary Audit Services</b> - Other services performed by auditors including assist in developing questions for use at hearings, develop methods and approaches in evaluating a new or proposed program and forecast potential program outcomes.	541611	\$15M
520	R704	C520 9 520 9	<b>Recovery Audits</b> – Audits performed to recover funds resulting from overpayments, duplicate payments and underpayments. Performed under the authority of Section 354 of the National Defense Authorization Act for FY 96 (Public Law 104-106; 110 Stat. 268; 10 U.S.C. 2461), and Section 388 of the National Defense Authorization Act for FY 98.	541211 541219	\$20.5M \$20.5M
520	R704	C520 10 520 10	<b>Transportation Audits</b> – Perform administrative reviews and rate examinations on prepayment and post payment transportation bills to ensure accuracy, completeness, and compliance with	541211 541219	\$20.5M \$20.5M

			established rates, tariffs, quotations, agreements, tenders or other applicable rate authority.		
520	R703	C520 11 520 11	<b>Accounting_</b> – Transaction analysis, transaction processing, data analysis and summarization, technical assistance in devising new or revised accounting policies and procedures, classifying accounting transactions, special studies to improve accounting operations	541211 541219	\$20.5M \$20.5M
520	R704	C520 12 520 12	<b>Budgeting</b> - Assess and improve the budget formulation and execution processes, conduct special reviews to resolve budget formulation or budget execution issues, provide technical assistance to improve budget preparation or execution processes.	541211 541219 541611	\$20.5M \$20.5M \$15M
520	R704	C520 13 520 13	<b>Complementary Financial Management Services</b> - Assess and improve financial management systems, financial reporting and analysis, strategic financial planning, financial policy formulation and development. Devise and implement performance measures, conduct special cost studies, perform actuarial services, perform economic and regulatory analysis, assist with financial quality assurance efforts, perform benchmarking.	541611	\$15M
520	R704	C520 14 520 14	<b>Audit &amp; Financial Training Services</b> - Plan and deliver audit and financial training services including but not limited to course development and instruction required to support audit, review, financial assessment and financial management activities.	541611	\$15M
520	R704	C520 15 520 15	<b>Outsourcing Recurring Commercial Activities for Financial Management Services</b> -Services that an agency identifies as recurring commercial activities which may include billing, payroll processing, application processing, claim processing, grant application management, loan application management, inventory management, and other financial management activities.	524292 541214 541219	\$32.5M \$20.5M \$20.5M
520	R704 R611	C520 16 520 16	<b>Business Information Services</b> – Electronic and non-electronic transmission (excluding voice communication) of Consumer Credit Reports, Address Verification Reports, Skip Location Reports, Public Information, Domestic Business Profile, International Business Profile, Mortgage Reports, Supplemental Credit Reference Reports, Bond Rating, Managed Fund Rating, Institutional Ranking, Data Processing (credit / financial) Credit Scoring, Merged Credit Files, Credit Risk Assessment and Miscellaneous Business Information Services. May provide computer software intended for BIS use and customization of reports	561450	\$15M

520	R704 R611	C520 17 520 17	<b>Risk Assessment and Mitigation Services -</b> Include but are not limited to the following: documentation of disclosure responsibilities for PII and PHI type information Deployment of risk assessment and mitigation strategies and techniques Improvement of capabilities through the reduction, identification, and mitigation of risks, detailed risk statements, risk explanations and mitigation recommendations, design and development of new business applications, processes, and procedures in response to risk assessments, ensuring compliance with governance and regulatory requirements, evaluation of threats and vulnerabilities to the protection PII and PHI type of information, training of government personnel on how to prevent data breaches and identity theft, information assurance of PII and PHI type information, vulnerability assessments, privacy impact and policy assessments, review and creation of privacy and safeguarding policies, prioritization of threats, maintenance and demonstration of compliance, evaluation and analysis of internal controls critical to the detection and elimination of weaknesses to the protection of PII and PHI type of information.	541990	\$15M
520	R704 R611	C520 18 520 18	<b>Independent Risk Analysis -</b> Independent Risk Analysis includes a review of all information compromised by a data breach for trends and unusual patterns. The circumstances surrounding the breach are investigated to determine whether it appears to be incidental, accidental or targeted. The breached data itself is analyzed to determine if there is any current evidence of organized misuse. The analysis ultimately provides a determination as to the probability that breached data may be used to harm the individuals whose data has been compromised. The tasks involved in independent risk analysis include but are not limited to the following: monitoring of multiple data elements and sources, metadata analysis, pattern analysis, risk analysis, privacy impact analysis, statistical analysis, data structure development, notification services, probability analysis, that breached data has been used to cause harm, determination of the level of risk for potential misuse of sensitive PII and PHI type of information, certification of findings regarding misuse of compromised data, investigation of circumstances surrounding breach, including digital forensic analysis, collection of evidence regarding data breaches, and development of a risk mitigation plan.	561611	\$20.5M
520	R704 R611	C520 19 520 19	<b>Data Breach Analysis -</b> includes the monitoring and detection of breached identities and PII and PHI type of information across multiple industries in order to detect patterns of misuse related to a specific data loss. The breached files are continuously monitored over a period of weeks, months, or years. It can provide the locations of potential misuse for further law enforcement action, as well as a listing of consumers likely to be fraud victims. The tasks involved include but are not limited to the following: monitoring of multiple non-credit data elements and sources, fraud detection and protection solutions, fraud resolution and	561611	\$20.5M

			assistance for affected individuals, fraud alerts, corrective actions, notification services, identity theft insurance (as allowed by applicable State statutes), Social Security Number monitoring and credit card monitoring.		
520	R704 R611	C520 20 520 20	<b>Comprehensive Protection Solutions</b> - allows for customized solutions that integrate the services found under SINs 520 16 Business Information Services (Credit Monitoring Services), 520 17 Risk Assessment and Mitigation Services, 520 18 Independent Risk Analysis and 520 19 Data Breach Analysis. This SIN CANNOT be used to fulfill requirements that only fall within the scope of one of the other four SINs. It may only be used to fulfill agency requirements that span across multiple SINs.	541990	\$15M
520	R704	C520 21 520 21	<b>Program Management Services</b> - encompasses the management of financial and business solutions programs and projects and includes but is not limited to program management, program oversight, project management and program integration of a limited duration. A variety of functions may be utilized to support program integration or project management tasks.	541611	\$15M
520	R703	C520 22 520 22	<b>Grants Management Support Services</b> - Support and assist federal grants management personnel in all phases of the grants management process including but not limited to assessing compliance of grantees business and financial management systems, assisting awarding agencies in ensuring grantees responsible and accountable use of grant funds, assisting with ensuring that grantees performance is in full compliance with grant requirements, assisting government Grants Management Officers, Grant Management Specialists, and other grants management personnel, advising government personnel in managing Grant Financial Management systems, managing the project period of performance schedule, evaluating on-going status reports, final reports, and other deliverable products required under the grant program, and assisting in grant close-out procedures.	541611	\$15M
			<b>Advertising &amp; Integrated Marketing Solutions (AIMS) (541)</b>		



541	R701	C541 1 541 1	<p><b>Advertising Services</b> provided under this SIN will promote public awareness of an agency's mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer advocacy groups and engage in recruitment campaigns. Services include, but are not limited to the following components: advertising objective determination, message decision / creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, media planning, media placement services, advertising evaluation, related activities to advertising services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	*541810	\$15M – Note 10
541	CR708	C541 2 541 2	<p><b>Public Relations Services</b> - Services provided under this SIN include, but are not limited to the following components: providing customized media and public relation services such as the development of media messages and strategies; providing recommendations of media sources for placement of campaigns; preparing media materials such as, background materials, press releases, speeches and presentations and press kits.</p> <p>Other related services may fall under the following categories: executing media programs, conducting press conferences, scheduling broadcast and/or print interviews, public relations and crisis communications media training, such as, training of agency personnel to deal with media and media responses, media alerts and press clipping services related activities to public relations services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541820	\$15M
541	D304	C541 3 541 3	<p><b>Web Based Marketing Services</b> - Services provided under this SIN include the development of strategies for an agency to provide the maximum use of their Internet capabilities. Services include, but are not limited to the following components: website design and maintenance services, search engine development, e-mail marketing, interactive marketing, web based advertising (including social media outlets), web based training, web casting, video conferencing via the web, section 508 compliance, including captioning services, on-line media management; and related activities to web based marketing services.</p> <p>Media will be provided in a format that is compatible with the ordering agency's software requirements. Continual website updates and maintenance may also be required.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a)</p>	541511	\$27.5M

			<p>be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>		
541	R422	C541 4A 541 4A	<p><b>Market Research and Analysis</b> Services include, but are not limited to the following components: customizing strategic marketing plans, branding initiatives, creating public awareness of products, services, and issues; targeting market identification and analysis, establishing measurable marketing objectives; determining market trends and conditions, identifying and implementing appropriate strategies, conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling/analyzing results, establishing call centers (in relation to services provided under this schedule).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541910	\$15M
541	T006	C541 4B 541 4B	<p><b>Video / Film Production</b> Services provided under this SIN include, but are not limited to the following components: writing, directing, shooting, arranging for talent / animation, narration, music and sound effects, duplication, distribution, video scoring; and editing.</p> <p>Videotape and film production services will be provided to inform the public and Government agencies about the latest products, services, and/or issues in various outputs such as: industry standard formats, CD-ROM, DVD and video streaming development. Filming in studios, on location, live shows or events may also be required.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	512110	\$32.5M

541	Y1PB	C541 4C 541 4C	<p><b>Exhibit Design and Implementation Services -</b> Services provided under this SIN include making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) as may be required. Services include, but are not limited to the following components: conceptualizing, designing and producing exhibits and their accompanying materials, providing and/or making recommendations for carpet and padding installation for exhibit property; preview, set-up and dismantling of exhibit property, cleaning, prepping and storing exhibit property for future use, shipping exhibit property to and from designated site(s); and media illumination services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541850	\$15M
541	R708	C541 4D 541 4D	<p><b>Conference, Events and Tradeshow Planning Services -</b> Services provided under this SIN include the making of all necessary arrangements for conferences, seminars and trade shows. Services include, but are not limited to the following components for a show, event and/or booth: project management, coordination and implementation of third party participation, collection management of third party payment for participation, liaison support with venue, audiovisual and information technology support, topic and speaker identification, site location research, reservation of facilities, on-site meeting and registration support, editorial services, automation and telecommunications support, design and editing productions; and mailing and other communication with attendees including pre/post meeting mailings/travel support and computer database creation.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers. This paragraph does not apply to no cost contracting arrangement(s).</p> <p>NOTE: Travel services and reimbursement of associated expenses (i.e. air fare, hotel, taxi, etc.) is not within the scope of this schedule and should not be offered. Any travel related expenses are to be handled at the Task Order level in accordance with the Joint Travel Regulation (JTR).</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>	*561920	\$11M: note 10
541	T010	C541 4E 541 4E	<p><b>Commercial Photography Services -</b>Services provided under this SIN include photography services which may be used for commercial advertisements and/or illustrations that will appear in books, magazines, and/or other forms of media. Services may include, but are not limited to the following components: black and white, color photography, digital photography, aerial photography, architectural photography, still photographs, field and studio photography; and related photography services such as photo editing</p>	541922	\$7.5M



			<p>and high-resolution scans.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>		
541	R499	C541 4F 541 4F	<p><b>Commercial Art and Graphic Design Services -</b> Services provided under this SIN include commercial art, graphic design, and special effects services that educate the consumer market about product(s) and/or service(s); updating, rewriting, and/or editing materials may also be required. Services include, but are not limited to the following components: developing conceptual design and layouts, providing copywriting and technical writing services, creating sketches, drawings, publication designs, and typographic layouts; and furnishing custom or stock artwork (including electronic artwork).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>	541430	\$7.5M
541	R701	C541 4G 541 4G	<p><b>Challenges and Competition Services -</b> Services provided under this SIN include marketing and advertising for responses from the public to a challenge / contest / competition by a customer. Services include, but are not limited to the following components: development of challenges / contests / competitions, provide marketing and advertising support, assist in the conduct of the challenge / contest / competition, facilitate events; and support the judging of events.</p> <p>The challenge / contest / competition may be to identify a solution to a particular problem or to accomplish a particular goal. Prizes or other incentives may be offered by customers to find innovative or cost-effective solutions to improving open government. Solutions may be ideas, design, proofs of concept or finished products. Funding of payment for prizes or other incentives may be reimbursed through SIN C541 1000, Other Direct Cost (ODC).</p> <p>NOTE: For this SIN ONLY - Two (2) Years of Corporate Experience is waived; however, two (2) technical projects must be submitted for evaluation.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541613	\$15M

541	R701	C541 5 541 5	<p><b>Integrated Marketing Services</b> - Services provided under this SIN include offering a complete solution that collectively integrates the various services provided separately under the other SINs. Services include, but may not be limited to the following components: creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of media planning and creative multimedia campaigns. Comprehensive solutions include services available separately under SINs: 541 1 Advertising Services, 541 2 Public Relations Services, 541 3 Web Based Marketing Services and 541 4 Specialized Marketing (i.e. SIN 541 4A through SIN 541 4G). Contractors must demonstrate the capabilities to provide services normally associated with an integrated marketing campaign (Market Research, Conference Planning, etc.).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers. This paragraph does not apply to no cost contracting arrangement(s).</p>	541613	\$15M
541	R701	C541 1000 541 1000	<p><b>Other Direct Costs (ODCs) are expenses other than labor hours -</b> All ODCs proposed must be directly related to a service being offered under this schedule and can only be purchased in conjunction with the schedule service. Possible ODCs may include such items such as subcontract labor, audio/visual equipment, facility rental, commercial production, media costs, booth space rental, etc.</p> <p>NOTE: Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Other Direct Costs shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Other Direct Costs may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors will be required to provide additional information to support a determination that their proposed Other Direct Costs are commercially offered in support of one or more SIN(s) under this schedule.</p> <p>NOTE: Travel and per diem are not considered Other Direct Costs and will be addressed at the Task Order level.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541810	\$15M; note 10

			<b>General Purpose Commercial Information Technology Equipment Software and Services (IT) (70)</b>			
70	D301 D302 D306 D307 D308 D310 D311 D313 D316 D317 D399	C132 51	<b>Information Technology Professional Services –</b> Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.  <b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires IT professional services as the only service needed, they are directed to Schedule 70.</b>	\$1M	541511 541512 541513 *541519	\$27.5M \$27.5M \$27.5M \$27.5M
			<b>Language Services (738 II)</b>			
738 II	R608	C382 1 382 1	<b>TRANSLATION SERVICES</b> - Services include the translation of written, electronic and multi-media material to and from English and native Foreign languages. Materials include but are not limited to: Business, Legal, Medical, Technical, Documents, Braille, Software, Website localization for Internet and Intranet, Video subtitling, captioning, and Transcriptions for Title III Monitoring. Client consultation and Project management services include translation formatting, proofreading, text adaptation, editing, graphic design, and desktop publishing.	\$1M	541930	\$7.5M
738 II	R608	C382 2 382 2	<b>Interpretation Services</b> - Services include the interpretation of oral communication to and from English and native Foreign Languages. Interpretation includes but is not limited to: Simultaneous, Consecutive, Escort, Community, Telephonic and Voiceovers. Interpreter forums may include meetings, conferences, seminars, litigation, briefings, and training. Client consultation and project management services provided for scheduling, assignment and logistical coordination of linguist support.	\$1M	541930	\$7.5M
738 II	R608	C382 3 382 3	<b>Training and Educational Materials</b> - Services include customized or standardized off-the-shelf Foreign Language training courses at on and off site locations in classroom, private, semi-private, tutorial and in-country immersion forums. Instructional training for various language proficiency levels and testing is included. Educational material in publication, software, audio and video formats may be provided.	\$1M	541930	\$7.5M
738 II	R608	C382 4 382 4	<b>Comprehensive Linguistic Analytical Support Services</b> - Comprehensive Language Services in support of local, national, or global requirements that support the missions of military, law enforcement, homeland and national security organizations among others. Services include but are not limited to: Collecting, translating / interpreting and delivering mission related data; performing data analysis; cultural consulting; role-playing; Title III monitoring and intercepts; interview support, preparing related reports and assessments; forensic processing; screening / listing; related project / program management and control for linguist screening and, recruitment; logistical coordination; site supervision and quality control of	\$1M	541930	\$7.5M

			all related services. Linguists with security clearances are included in the above mentioned services. Services provided under this SIN must include communication from a source language to a target language.			
738 II	R608	C382 5 382 5	<b>Services for the Visual and Hearing Impaired -</b> Services under this SIN enhance the accessibility and availability of the spoken and written word by those who are visually and/or hearing impaired. Sign Language Services include ASL/English, Manually Coded English, Pidgin Signed English (PSE), Contact Sign; International Sign Other services include Closed Captioning, Voice-overs, Textbook or Audio Script Translation, Website (HTML) and Online Document Translation with typesetting services, Telephone Services (TDD and TTY), Close-Captioning, Deaf Interpreting, Tactile, and Cued English Transliteration. Braille, Text Adaptation, and Section 508 Compliant Language Services are also provided under this SIN. Products may be offered under this SIN that complement the services outlined to provide a total solution for full accessibility of all forms of communication.	\$1M	541930	\$7.5M
			<b>Human Resources &amp; Equal Employment Opportunity Services (738X)</b>			
738 X	R405 R406 R410 R424 R428 R431 R506	C595 21	<b>HUMAN RESOURCE SERVICES (Excluding EEO Services)</b> Human Resource Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.  Note: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.  Recruitment and Internal Placement: Contractor shall provide extensive support in the field of recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; manage comprehensive internal recruitment and placement programs which include merit promotion, transfer of	\$1M	541611 541612 561611 611430 624190 *531110 524291 541214 541990 561410 561312 561421 561439 561492 611710	\$15M \$15M \$20.5M \$11M \$11M \$38.5M, Note 9 \$20.5M \$20.5M \$15M \$15M \$27.5M \$15M \$15M \$15M \$15M

			<p>function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.</p> <p>Position Classification: Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conducts audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor / worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.</p> <p>Personnel Actions: Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Stand Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPF's); maintain OPF's in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPF's to National Records Center; and provide required employment verification.</p> <p>Training: Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources; provide assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and</p>			
--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--



			<p>accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.</p> <p>Employee Relations: Contractor shall offer services covering a range of employee relations services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits. Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate compliant receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; service as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and appropriate internal agency activities as required.</p> <p>Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude / interest inventories; group and individual counseling; career and job workshops; resumes writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.</p> <p>Review and Integration Services: *Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the lifecycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary</p>			
--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

			<p>studies under OMB Circular A-76.</p> <p>*Integrator: Contractor shall act as program manager to connect / integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.</p> <p>Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims revalidation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.</p> <p>NOTE: Each sub-service category offered under this SIN i.e., Recruitment and Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review / integration services and Worker's compensation must be specifically addressed in Section II Technical Proposal: (1) Factor One Corporate Experience (3) Factor Three Quality Control and (4) Factor Four Relevant Project Experience.</p> <p>For HR-Specific Training, course description and instructor resumes are required. A copy is required to the Commercial End User Licensing Agreement for a Web Based Services.</p> <p><b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires HR services as the only service needed, they are directed to Schedule 738X.</b></p>			
			<b>Professional Engineering Services (871)</b>			
871	R425	C871 1 871 1	<p><b>Strategic Planning for Technology Programs/Activities</b></p> <p>Services required under this SIN involve the definition and interpretation of high level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, program evaluations, analysis</p>	\$1M	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11

			of program effectiveness, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man-made electronic interference. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.			
871	CR425	C871 2 871 2	<b>Concept Development and Requirements Analysis</b> Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development of enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost performance trade-off analysis, feasibility analysis, developing and completing fire safety evaluation worksheets as they relate to professional engineering services, regulatory compliance support, technology/system conceptual designs, training, and consulting. Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	\$1M	*541330 *541711 *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11
871	R425	C871 3 871 3	<b>System Design, Engineering and Integration</b> Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, e.g. CADD, design studies and analysis, design review services, shop drawing review services, submittal review services, conducting fire protection facility surveys, developing risk reduction strategies and recommendations to mitigate identified risk conditions, fire modeling, performance-based design reviews, high level detailed specification and scope preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not	\$1M	*541330 *541711 *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11



			include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.			
871	R425	C871 4 871 4	<b>Test and Evaluation</b> Services required under this SIN involve the application of various techniques demonstrating that a system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype, first article(s) testing, environmental testing, performing inspections and witnessing acceptance testing of fire protection and life safety systems as they relate to professional engineering services, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system, quality assurance, physical testing of the product system, training, and consulting. Example: The navigation satellite-working model will be subjected to a series of tests, which may simulate and ultimately duplicate its operational environment. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	\$1M	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11
871	CR425	C871 5 871 5	<b>Integrated Logistics Support</b> Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, conducting research studies, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	\$1M	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11
871	CR425	C871 6 871 6	<b>Acquisition and Life Cycle Management</b> Services required under this SIN involve all of the planning, budget, contract and systems/program management functions required to procure and or/produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to (technology based) systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, evaluation of inspection, testing, and maintenance program for fire protection and life safety systems, program/project management, technology transfer/insertion, training and consulting. Example: During this stage the actual manufacturing, launch,	\$1M	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11

			and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.			
871	R425	C871 7 871 7	<p><b>Construction Management and Engineering Consulting Services Related to Real Property</b></p> <p>Services provided under this SIN include construction management, engineering consulting, project management, and related professional services specifically pertaining to real property. The construction management approach utilizes one or more firms with construction, design, and management expertise to expand the customer agency's capabilities, so that the agency can successfully accomplish its program or project. The contractor performing construction management services assumes the position of professional adviser to the customer agency. Customer agencies may utilize the construction manager as the principal agent to advise or manage the process over the project regardless of the project delivery method used. Construction management services include, but are not limited to, design phase support, procurement support, commissioning services, testing services, construction claims support, and post-construction engineering services.</p> <p>The contractor performing engineering consulting services functions as an advisor to the government to assist with executing engineering tasks associated with real property. Engineering consulting services relating to real property include, but are not limited to, mechanical engineering, electrical engineering, fire protection engineering, forensic engineering, structural engineering, or any other specialized engineering consulting services that are utilized in regards to real property. Authorized engineering consulting tasks include design reviews, shop drawing reviews, submittal reviews, inspection and testing services, witnessing acceptance tests of equipment and systems, commissioning, modeling and analysis, loss investigation, facility surveys, safety evaluations, research studies, risk mitigation strategy development or reviews, and other related technical consulting services. The contractor performing engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract. Project management services relating to a construction management or engineering consulting effort are authorized.</p> <p>NOTE 1: This Schedule does not include Architect-Engineer services as defined in the Brooks Act, and do not include certification of designs or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.</p> <p>NOTE 2: This Schedule does not include Davis-Bacon Act work as described in Federal Acquisition</p>	\$1M	236220 *541330	\$36.5M \$15M

			<p>Regulation Subpart 22.4.</p> <p>NOTE 3: Some of the terminology used, such as "professional engineer" and "design review," have multiple meanings in the engineering services profession. Under no circumstances should those terms be interpreted to include performance of Brooks Act services Section 1102 of 40 U.S.C. Chapter 11.</p> <p>NOTE 4: Please review the solicitation attachment entitled, "Construction Management and Engineering Consulting Services Relating to Real Property Guide" to obtain further information regarding the scope of services included under this SIN.</p>			
			<b>Mission Oriented Business Integrated Services (874)</b>			
874	R499	C874 1 874 1	<p><b>Integrated Consulting Services:</b> Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include: Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services</p> <ul style="list-style-type: none"> <li>* Facilitation and related decision support services</li> <li>* Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings</li> <li>* Advisory and assistance services in accordance with FAR 37.203</li> </ul> <p>NOTE: Consulting services where the preponderance of work is specifically covered under other PSS SINS or GSA Schedules are not permitted under this SIN.</p> <p>NOTE: Legal, expert witness, consulting, and audit services pertaining to financial matters are not covered under this SIN. Refer to C520 SINS. Consulting services relating to public relations are not covered under this SIN. Refer to SIN C541-2, Public Relations Services.</p>	\$1M	541611	\$15M

874	U001	C874 4 874 4	<b>Training Services: Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration, Learning Management, Internships -</b> Proposed courses shall be commercially-available off-the-shelf training and/or educational courses that are delivered via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included in the price. (i.e. books, pamphlets, software, etc.). Support materials not included may be offered under SIN C100 03, C874-9.  Proposed professional services shall be in support of planning, creating, and/or executing testing and test administration, learning management, internship, or development of new courses or subject matter delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Proposed customization services are the result of planning, creating, and/or executing a proprietary format and may be priced as a flat rate or as Labor/hours using professional labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), Systems requirements and methodology(ies) to be used should be stated. Acquisition training will be accomplished under SIN C874-8. Functional industry-specific training covered under other schedules will not be accomplished under this SIN. A customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), and methodology(ies) to be used.	\$1M	611430	\$11M
	U002				611519	\$15M
	U004				611699	\$11M
	U008				611710	\$15M
	U009				611310	\$27.5M
	U099				611512	\$25.5M
	R499				611513	\$7M
					611692	\$7.5M
					624310	\$11M
					611410	\$7.5M
					519130	500
					611691	Employees
					923110	\$7.5M
						\$7M

874	R707	C874 6 874 6	<p><b>Acquisition Management Support:</b> Acquisition Management Support: Contractors shall provide professional support services to agencies in conducting federal acquisition management activities. Services covered by this SIN are: acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development, including cost/price estimates, quality assurance surveillance plans, statements of work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis; contract administration support services, including assistance with reviewing contractor performance, developing contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; Competitive Sourcing support, including OMB Circular A-76 studies, strategic sourcing studies, privatization studies, public-private partnerships, and Federal Activities Inventory Reform (FAIR) Act studies.</p> <p>Inherently Governmental services as identified in FAR 7.503 or by the ordering agency are prohibited under MOBIS. It is the responsibility of the Contracting Officer placing the order to make this determination. Ordering activities must require prospective contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see <a href="http://www.gsa.gov/psschedule">www.gsa.gov/psschedule</a>.</p> <p>NOTE: Grants management services are not covered under this SIN. Refer to, SIN C520-22, Grants Management Support Services.</p>	\$1M	541611	\$15M
874	R499	C874 7 874 7	<p><b>Integrated Business Program Support Services:</b> Contractors shall provide services to assist agencies in managing their mission-oriented business projects or programs and achieving mission performance goals. Services covered by this SIN include:</p> <p>* All phases of program or project management, from planning to closeout.</p> <p>* Operational/administrative business support services in order to carry out program objectives.</p> <p>NOTE 1: Program support services where the preponderance of work is specifically covered under other PSS SINS or GSA Schedules are not permitted under this SIN.</p> <p>NOTE 2: Administrative support services are authorized under this SIN; however, they must be provided in conjunction with other professional business services covered under this Schedule and must be performed under the supervision of the contractors Project or Program Manager. Personal services as defined in FAR are prohibited under MOBIS.</p>	\$1M	541611	\$15M



874	U006 U009	C874 8 874 8	<b>DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel Training for Acquisition Workforce (GS-1102 and non-GS-1102):</b> In accordance with the Office of Federal Procurement Policy's (OFPP) Policy Letter 05-01, training courses shall be certified by the Defense Acquisition University (DAU) and comply with the Federal Acquisition Institute's (FAI) policy, and based on the Defense Acquisition Workforce Improvement Acts (DAWIA) and the Federal Acquisition Certification (FAC) requirements for certification at the junior, intermediate, and senior levels to reflect the need to meet increasingly more rigorous standards for education, training, and experience. This shall apply to all Contracting Officers (CO) regardless of general schedule series with authority to obligate funds above the micro purchase threshold; all positions in the general schedule purchasing series (GS-1105); program and project managers (FAC-PM), as identified by the agency's Chief Acquisition Officer (CAO), or equivalent; all Contracting Officer's Representatives (CORs) and Contracting Officer's Technical Representatives (COTRs), or equivalent (FAC-COTR); all Emergency Response and Recovery Contracting Personnel; and significant acquisition-related positions identified by the CAO, or equivalent, using the guidance provided in OFPP Policy Letter 05-01.	\$1M	611430 611710	\$11M \$15M
874	6910	C874 9 874 9	<b>Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation Training Devices</b> <b>Off-the-Shelf Training Devices:</b> Proposed training devices shall be commercially-available off-the-shelf training devices available as stand-alone or ancillary to other services being offered on this schedule. They can include software programs, teaching machines and devices, simulators such as driving simulators, flight simulators, etc., prepared printed instructional material, medical models and simulators, prepared audio and visual instruction material and multimedia program kits. <b>Customizable Training Devices:</b> Proposed customized training devices and simulators shall be in addition to the or the result of planning, designing, and/or producing customized training products that include but are not limited to print, audio/visual, audio, digital formats and emerging technologies. Proposed training devices shall directly train students in a specific subject matter(s) or assist in the training of a specific subject matter(s).	\$1M	511199 333318	500 Employees 1000 Employees

			<b>Logistics Worldwide (LOGWORLD) Services (874V)</b>			
874V	R706	C874 501 874 501	<b>Supply and Value Chain Management:</b> Services that include all phases of planning, acquisition and management of logistics systems. These services include, but are not limited to planning, acquisition, design, development, testing, production, fielding, management, operation, maintenance, sustainment, improvement, modification and disposal. Examples of the type of services that may be performed under this SIN include: Logistics consulting for planning for the acquisition and life cycle phases of supply and value chain systems including the following: defining and establishing program objectives, strategies, plans and schedules; develop milestone documentation; market research and acquisition planning; material requirements identification, planning, acquisition and management; develop specifications or performance based work statements and task estimates; develop, document and support maintenance procedures and technical manuals; configuration data management and related documentation; expansion and consolidation studies, field problem analysis and recommendation of corrective actions and system modernization; Needs assessment/system assessment; Inventory/asset/vendor management; Inventory management and operation (inclusive of salvage, recycle and/or disposal management); operation of warehouses, stockrooms, storage facilities or depots; Fulfillment systems and operations; platform management; Information logistics processing systems analysis design, and implementation; staging, shipping, receiving, packing, crating, moving and storage (excluding household goods); packaging, labeling, bar coding system consultation, design, implementation, operation and maintenance; design and installation of material handling systems; hazardous material storage and handling (Non-radioactive only); warehouse and location management systems; recycling program management of warehousing materials; preservation and protection of specialized inventory or documents; maintenance, repair and overhaul (MRO) support and/or support process management; aircraft repair and maintenance; ship repair and maintenance; property disposal management; logistics strategic planning services; logistics systems engineering services; logistics program management services and support; Unique Identification (UID)/Radio Frequency Identification (RFID) services; Program and project management; acquisition and life cycle management; spares modeling; supply chain integration planning; global integrated supply chain solutions planning and implementation. (note acquisition functions cannot be procured as stand-alone services).	\$1M	541614	\$15M

874V	R706	C874 503 874 503	<b>Distribution and Transportation Logistics Services:</b> Distribution and Transportation Logistics Services - Planning and designing, implementing, or operating systems or facilities for the movement of supplies, equipment or people by road, air, water, rail, or pipeline. Typical tasks include moving and storage (excluding household goods), location modeling, transportation system development and management, carrier management and routing, and facilitating customs processing. Commercial passenger airline services covered by the Airline City Pair Program are excluded.	\$1M	541614	\$15M
874V	R706	C874 504 874 504	<b>Deployment Logistics:</b> Deployment Logistics - Typical tasks include contingency planning, identifying/utilizing regional or global resources, integrating public/private sector resources, inventory/property planning, movement, storage, end-to-end industrial relocation/expansion services, including project/asset/construction management, space planning and project integration/implementation, pre-positioning assets, facilitating customs processing/accountability; and deploying communications and logistics systems to permit rapid deployment and management of supplies and equipment.	\$1M	541614	\$15M
874V	CR706	C874 505 874 505	<b>Logistics Training Services</b> - Training in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities.	\$1M	541614	\$15M
874V	5811	C874 507 874 507	<b>Operations &amp; Maintenance Logistics Management and Support Services</b> - Planning, designing, managing, operating and maintaining reliable and efficient systems, equipment, facilities and logistics infrastructures to improve equipment and logistics performance, and reduce life cycle costs. Typical tasks include complete turnkey operations, maintenance and support services, base operations support (BOS), depot maintenance, preventative maintenance planning, fleet/property management and maintenance, mobile utility support equipment operation, maintenance and repair, strategic account/project management, integrated facility management and operations management support. Excluded from these services are construction, and the operation of computer centers (which is covered under the IT Schedule). Teaming with other GSA Schedule holders may be a viable method of acquisition, particularly considering satisfaction of small business goals (e.g., providing pest control, guard services, elevator maintenance, fire suppression support, beautification services, etc).  NOTE: Offers must be awarded SINs C874-501, C 874-503, and/or C874-504 in order to receive an award under SIN C874-507.	\$1M	*561210	\$38.5M; Note 12
874V	R706	C874 597 (formerly C100 02)  874 597	<b>Ancillary Repair and Alterations</b> - Repair and Alterations ancillary to existing SINs under this Schedule. Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alteration, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature,	\$1M	238130 238140 238160 238220 238310 238320 238350	\$15M \$15M \$15M \$15M \$15M \$15M \$15M



			<p>such as routine painting or carpeting, simple hanging of drywall, basic electrical or plumbing work, landscaping, and similar noncomplex services.</p> <p>This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&amp;A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).</p> <p>The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary Repair and Alteration services may only be ordered in conjunction with or in support of products or services purchased under this Federal Supply Schedule contract. This SIN includes all regulatory guidance outlined in accordance with FAR 22, 28 and 36, including the Davis Bacon Act and the Miller Act. Special Instructions: No award will be made under C874-597, Ancillary Repair and Alterations unless an offeror is awarded (or receives award concurrently) for SINs under the Logworld (8745) portion of this Schedule contract. For federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alternation work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor. Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&amp;A services. This R&amp;A SIN shall not be used for PBS leased space. Any agency contracting officer ordering services under this SIN for Ancillary R&amp;A is responsible for complying with his or her agency's internal policies when procuring R&amp;A services. This may include a specific warrant delegation for procuring "construction" services when the estimated amount of this portion of the task order exceeds \$2,000. (Ref. FAR 22.4). Special Notice to Ordering Agencies: GSA or other landlords may require re-performance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.</p>	<p>*238990 *561210 541614</p>	<p>\$15M; Note 13 \$38.5M; Note 12 \$15M</p>
--	--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------	------------------------------------------------------

			<b>Environmental Services (899)</b>			
899	F999	C899 1 899 1	<b>Environmental Consulting Services -</b> The services include, but are not limited to consultation in the areas of: Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives (or mandates such as Executive Order 13693 in areas of chemical, radiological, and/or hazardous materials; ISO 14001 Environmental Management System (EMS) and sustainable performance measure development; Environmental Assessment (EA) and Environmental Impact Statement (EIS) preparation under the National Environmental Policy Act (NEPA); Endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans; Environmental program and project management; Environmental regulation development; Climate change adaptation and resiliency planning and implementation support, including but not limited to, identifying climate risks and impacts; applying and interpreting climate and impact assessment model outputs; development and/or implementation of solutions to build climate resilience, reduce identified climate risks, and/or provide both climate change mitigation and adaptation benefits; climate decision support, risk management, and vulnerability assessments and analyses; and climate risk communications and training; Economic, technical and/or risk analysis; other environmentally related studies and/or consultations; Homeland Security solutions that include Biochemical protection; Crime prevention through environmental design surveys (CPTED); Economical, technical and/or risk analysis; Identification and mitigation of threats inclusive of protective measures to mitigate the threats; and Vulnerability assessments. Compliance Services such as review, audit, and implementation/management of EMS and other compliance and contingency plans and performance measures; Permitting; Spill prevention/control and countermeasure plans; Pollution prevention surveys; and Community Right to-Know Act reporting. Advisory Services for ongoing advice and assistance with data and information in support of agency environmental programs involving areas such as Hazardous material spills; Material safety data sheets (MSDS), Biological/medical data sheets; Information hotlines; Poison control hotlines; Environmental regulations and environmental policy/procedure updates; Management, furnishing, or inventory of MSDS. Waste Management Consulting Services to provide guidance in support of waste-related data collection, feasibility studies and risk analyses; Resource	\$1M	541620	\$15M

			<p>Conservation and Recovery Act/Comprehensive Environmental Response Compensation and Liability Act (RCRA/CERCLA) site investigations; Hazardous and/or non-hazardous exposure assessments; Waste characterization and source reduction studies; Review and recommendation of waste tracking or handling systems; Waste management plans and/or surveys; Waste minimization/pollution prevention initiatives; and Review of technologies and processes impacting waste management.</p> <p><i>Note: Services involving only the consulting portion of environmental remediation efforts are included under this SIN. Any actual remediation efforts are performed under SIN C899-8.</i></p>			
899	F999	C899 3 899 3	<p><b>Environmental Training Services</b> - This SIN is designed to aid agencies in training personnel in a variety of environmentally related subjects in order to meet Federal mandates and Executive Orders. Environmentally related training can be conducted on- or off-site using standard off-the-shelf, customized, or computer/web-based interactive courses. Examples of environmental training courses include: Air/blood borne pathogens; Asbestos awareness; Environmental management planning and operations and maintenance (O&amp;M) planning; Asbestos Hazard Emergency Response Act (AHERA); Compliance with environmental laws/regulations; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Confined space training; Electronics management; Emergency response plans; Environmental audits, awareness, compliance, and management; Fire preparedness training; First responder; Hazardous materials and waste (HAZMAT) training to include compliance, operation, packaging, handling, generators, and incident response; Hazardous waste operations and emergency response (HAZWOPER) training inclusive of transportation, storage and disposal; ISO 14001 Environmental Management Systems (EMS); Lead training to include awareness, inspecting, assessing, rehabilitation, and renovation; Mold (abatement, assessment); National Environmental Policy Act (NEPA); Natural habitat preservation; Occupational Safety and Health Administration (OSHA); Pollution prevention; Public fire safety education; Resource Conservation and Recovery Act (RCRA); Sustainable environmental practices; Water conservation; and Wetlands regulation and permitting.</p>	\$1M	541620	\$15M
899	F999	C899 5 899 5	<p><b>Materials and Waste Recycling and Disposal Services</b> - Services include, but are not limited to: Management and oversight of Hazardous Material (HAZMAT) disposal operations, and management, oversight and recycling of universal waste (e.g., electronic equipment, batteries, cell phones, cathode ray tubes (CRTs), and compact fluorescent light bulbs (CFLs)). This includes reuse assessments and inventory, destruction, inventory transfer and/or disposal after compliance with GSA</p>	\$1M	562112 562920	\$38.5M \$20.5M

			<p>Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102-36, and 102-37 (as applicable). Examples of types of material waste services include, but are not limited to: Solid waste, industrial waste, mining waste, and oilfield waste (e.g., drill cuttings); Liquid waste (e.g., wastewater containing less than 1% solids); Excess inventory; Surplus inventory; Non-hazardous materials that pose no immediate threat to human health and the environment, excluding household waste (e.g., routine refuse collection and disposal); Hazardous materials and/or those that contain leachable toxic components; Plastics such as acrylic, nylon, high-density polyethylene (HDPE) and low-density polyethylene (LDPE); Confiscated materials; and Construction debris such as asphalt, drywall and/or metal. Note: Services offered under this SIN shall NOT include any association with construction services and/or the transportation and/or disposal of Special Waste such as radioactive and medical waste, and/or the disposal of discarded, unwanted material (e.g., office paper, newspaper, food waste, and beverage containers, cardboard and packing materials).</p> <p><i>NOTE: Some of the services available are in compliance with Executive Order (EO) 13693. Where applicable, services under this SIN must assist agencies in meeting waste reduction and recycling initiatives as set forth by statutes and Executive Orders.</i></p>			
899	F999	C899 7 899 7	<p><b>Geographic Information Systems (GIS) Services:</b> Provides GIS services in support of environmental programs. Services include, but are not limited to: Creation/enforcement of environmental legislation; Cultural resource GIS (CRGIS); Environmental cost assessment; Environmental impact analyses; Environmental regulatory compliance; Groundwater monitoring; Growth forecast modeling; Habitat conservation plans; Habitat modeling; Image analysis support for emergency response; Mapping, Cartography, and Mashups (e.g., combining data from more than one source into a single integrated tool to include aerial mapping); Migration pattern analysis; Natural resource planning; Remote sensing for environmental studies; Terrestrial, marine, and/or atmospheric measuring/management; Vegetation mapping; and Watershed characterization for mitigation planning.</p> <p><i>Note: The services offered under this SIN shall NOT include construction and architect-engineering services as set forth in FAR Part 36, including surveying and mapping services as defined under the Brooks Act of 1972 (Public Law 92-582, 40 U.S. 1102 et seq.).</i></p>	\$1M	541620 541370	\$15M \$15M
899	F999	C899-8 899 8	<p><b>Remediation and Reclamation Services -</b> Remediation services include, but are not limited to: Excavation, removal and disposal of hazardous waste; Site preparation, characterization, field investigation, conservation and closures; Wetland restoration; Emergency response clean up (ERC); Underground storage tank/above-ground storage</p>	\$1M	*562910 *562910 541380	\$20.5M; Note 14 500 Employees \$15 M

			<p>tank (UST/AST) removal; Air monitoring; Soil vapor extraction; Stabilization/solidification, bio-venting, carbon absorption, reactive walls, containment, monitoring and/or reduction of hazardous waste sites, as well as unexploded ordnance removal; Remediation-related laboratory testing (e.g., biological, chemical, physical, pollution and soil testing). Reclamation services include, but are not limited to: Land (e.g., creating new land from sea or riverbeds and/or restoring areas to a more natural state, such as after pollution, desertification, or salination have made it unusable); and Water and refrigerant reclamation.</p> <p>Note: Services offered under this SIN shall NOT include any remediation / transportation / disposal of radioactive waste, asbestos and/or paint abatement, radon mitigation, construction and architect-engineer services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property). Disposal services performed under SIN must be ancillary to remediation services performed.</p>			
--	--	--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

\*Note – size standards updated as of July 2014

### NAICS - EXCEPTIONS:

**\*541330:**

except: Military and Aerospace Equipment and Military Weapons-----\$38.5M

except: Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992-----\$38.5

**\*541519**

except: Information Technology Value Added Resellers-----150 employees; Note 18

**\*541712:**

except: Aircraft-----1500 employees

except Aircraft parts, and Auxiliary Equipment, and Aircraft Engine Parts-----1000 employees

except Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary

Equipment and Parts-----1000 employees

**\*562910:**

except: Remediation Services-----500 employees; Note 14

## NAICS - ENDNOTE

**NOTE 6:** NAICS Subsectors 334 - For rebuilding machinery or equipment on a factory basis, or equivalent, use the NAICS code for a newly manufactured product. Concerns performing major rebuilding or overhaul activities do not necessarily have to meet the criteria for being a "manufacturer" although the activities may be classified under a manufacturing NAICS code. Ordinary repair services or preservation are not considered rebuilding.

**NOTE 9:** NAICS codes 531110, 531120, 531130, and 531190 – Leasing of building space to the Federal Government by Owners: For Government procurement, a size standard of \$38.5 million in gross receipts applies to the owners of building space leased to the Federal Government. The standard does not apply to an agent.

**NOTE 10:** NAICS codes 488510, 531210, 541810, 561510, 561520 and 561920 – As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.

**NOTE11:** NAICS code 541711 and 541712 – For research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.

a) "Research and Development" means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.

b) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See section 121.701 of these regulations.

c) "Research and Development" for guided missiles and space vehicles includes evaluations and simulation, and other services requiring thorough knowledge of complete missiles and spacecraft.

43

**NOTE 12.** NAICS 561210 – Facilities Support Services: a) If one or more activities of Facilities Support Services as defined in paragraph (b) (below in this footnote) can be identified with a specific industry and that industry accounts for 50% or more of the value of an entire procurement, then the proper classification of the procurement is that of the specific industry, not Facilities Support Services. b) "Facilities Support Services" requires the performance of three or more separate activities in the areas of services or specialty trade contractors industries. If services are performed, these service activities must each be in a separate NAICS industry. If the procurement requires the use of specialty trade contractors (plumbing, painting, plastering, carpentry, etc.), all such specialty trade contractors activities are considered a single activity and classified as "Building and Property Specialty Trade Services." Since "Building and Property Specialty Trade Services" is only one activity, two additional activities of separate NAICS industries are required for a procurement to be classified as "Facilities Support Services."

**NOTE13.** NAICS code 238990 – Building and Property Specialty Trade Services: If a procurement requires the use of multiple specialty trade contractors (i.e., plumbing, painting, plastering, carpentry, etc.), and no specialty trade accounts for 50% or more of the value of the procurement, all such specialty



trade contractors activities are considered a single activity and classified as Building and Property Specialty Trade Services.

**NOTE 14.** NAICS 562910 – Environmental Remediation Services: a) For SBA assistance as a small business concern in the industry of Environmental Remediation Services, other than for Government procurement, a concern must be engaged primarily in furnishing a range of services for the remediation of a contaminated environment to an acceptable condition including, but not limited to, preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, containment, remedial action, removal of contaminated materials, storage of contaminated materials and security and site closeouts. If one of such activities accounts for 50 percent or more of a concern's total revenues, employees, or other related factors, the concern's primary industry is that of the particular industry and not the Environmental Remediation Services Industry. b) For purposes of classifying a Government procurement as Environmental Remediation Services, the general purpose of the procurement must be to restore or directly support the restoration of a contaminated environment. This includes activities such as preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, remediation services, containment, and removal of contaminated materials or security and site closeouts. The general purpose of the procurement need not necessarily include remedial actions. Also, the procurement must be composed of activities in three or more separate industries with separate 44 NAICS codes or, in some instances (e.g., engineering), smaller sub-components of NAICS codes with separate and distinct size standards. These activities may include, but are not limited to, separate activities in industries such as: Heavy Construction; Special Trade Contractors; Engineering Services; Architectural Services; Management Consulting Services; Hazardous and Other Waste Collection; Remediation Services; Testing Laboratories; and Research and Development in the Physical, Engineering, and Life Sciences. If any activity in the procurement can be identified with a separate NAICS code, or component of a code with a separate distinct size standard, and that industry accounts for 50 percent or more of the value of the entire procurement, then the proper size standard is the one for that particular industry, and not the Environmental Remediation Service size standard.

**NOTE 15:** Subsector 483 – Water Transportation - Offshore Marine Services: The applicable size standard shall be \$30.5 million for firms furnishing specific transportation services to concerns engaged in offshore oil and/or natural gas exploration, drilling production, or marine research; such services encompass passenger and freight transportation, anchor handling, and related logistical services to and from the work site.

**NOTE 16.** NAICS code 611519 – Job Corps Centers. For classifying a Federal procurement, the purpose of the solicitation must be for the management and operation of a U.S. Department of Labor Job Corps Center. The activities involved include admissions activities, life skills training, educational activities, comprehensive career preparation activities, career development activities, career transition activities, as well as the management and support functions and services needed to operate and maintain the facility. For SBA assistance as a small business concern, other than for Federal Government procurements, a concern must be primarily engaged in providing the services to operate and maintain Federal Job Corps Centers.

**NOTE 17.** NAICS code 115310 – Support Activities for Forestry – Forest Fire Suppression and Fuels Management Services are two

components of Support Activities for Forestry. Forest Fire Suppression includes establishments which provide services to fight forest fires. These firms usually have fire-fighting crews and equipment. Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.

**NOTE 18.** NAICS code 541519 – An Information Technology Value Added Reseller provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less the cost of information technology hardware, computer software, and profit. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement. To qualify as an Information Technology Value Added Reseller for purposes of SBA assistance, other than for Government procurement, a concern must be primarily engaged in providing information technology equipment and computer software and provide value added services which account for at least 15% of its receipts but not more than 50% of its receipts.

**NOTE 19.** NAICS Sector 92 – Small business size standards are not established for this sector. Establishments in the Public Administration sector are Federal, State, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments. Concerns performing operational services for the administration of a government program are classified under the NAICS private sector industry based on the activities performed. Similarly, procurements for these types of services are classified under the NAICS private sector industry that best describes the activities to be performed. For example, if a government agency issues a procurement for law enforcement services, the requirement would be classified using one of the NAICS industry codes under NAICS industry 56161, Investigation, Guard, and Armored Car Service



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code		Page of Pages 1   2		
Amendment/Modification No. PO-0040		3. Effective Date: Jan 27, 2016		4. Requisition/Purchase Req. No.		5. Project No. (If Applicable) CORPORATE	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001				7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308			
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412				9A Amendment of Solicitation No:			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. GS-10F-0118S			
				10B. Dated (See Item 13) Jan 27, 2006			
Code		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div> <input type="checkbox"/> is extended         </div> <div> <input type="checkbox"/> is not extended.         </div> </div>							
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.							
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority): See Block 13 Notes...							
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.							
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The above numbered contract under Federal Supply Schedule industrial group 874 Mission Oriented Business Integrated Services (MOBIS) is hereby modified as follows: In accordance with clause I-FSS-163, Option to Extend the Term of the Contract, Option Period 2 is hereby exercised and the contract term is hereby extended from 01/27/2016 through 01/26/2021. The current contract prices (pricing identified in modification PS-0030) for the Option Period, will remain in effect until pricing and current terms and conditions for Option 2 is finalized based on contract evaluation, negotiations and resolutions of findings in the GSA Office of Inspector General's (OIG) audit report. It <div style="text-align: right;">Continue next page</div>							
15A. NAME AND TITLE OF SIGNER (Type or Print)  GSA Initiated Mod				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)  Michael D. Dixon			
15B. CONTRACTOR/OFFEROR  <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>		16C. DATE SIGNED  Dec 08, 2015	

Continuation of Description...

is the intent of the parties to finalize contract pricing, terms and conditions within 180 days of the effective date of this modification.

Note: Failure to update your electronic file submission in accordance with contract clause 552.238-81 will adversely impact the customers ability to utilize your services. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

Block 13 Notes  
-----

Block 13.D:

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PS-0042		3. Effective Date: Dec 11, 2015	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. GS-10F-0118S	
			10B. Dated (See Item 13) Jan 27, 2006	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div> <input type="checkbox"/> is extended         </div> <div> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...			
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  This above number contract under Federal Supply Schedule Industrial Group 00CORP is modified as follows: The Contractor has elected to participate in Disaster Recovery. The applicable Clause 552.238-80 Use of Federal Supply Contracts by Certain Entities applies and the contractor understands their rights and responsibilities.  Note: Failure to update your electronic file submission in accordance with contract clause 552.238-81 will adversely impact the customer s ability to utilize your services <div style="text-align: right;">Continue next page</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
Mod submitted by (b) (6)		Michael D. Dixon		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
Signature Not Required <small>(Signature of person authorized to sign)</small>		By <u>Signed electronically</u> See above <small>(Signature of Contracting Officer)</small>	Dec 14, 2015	

Continuation of Description...

Block 13 Notes  
-----

Block 13.C:

552.238-80 Use of Federal Supply Contracts by Certain Entities - Recovery Purchasing.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. AO-0043		3. EFFECTIVE DATE 01-01-2016		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE) 00CORP	
6. Issued By  GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN, WA 98001		Code		7. ADMINISTERED BY (If other than Item 6)  GSA/FAS/QV0CE 401 WEST PEACHTREE ST ATLANTA, GA 30308		Code	
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412				(x)		9A. AMENDMENT OF SOLICITATION No.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER No. GS-10F-0118S	
						10B. DATED (SEE ITEM 13) JAN 20, 2006	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.							
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :							
[X] D. OTHER (Specify type of modification and authority) In accordance with clause 52.219.9 Small Business Subcontracting Plan and Contractors' Plan							
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/ <b>MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above number contract is modified as follows:  The above numbered contract, GS-10F-0118S, is hereby modified to incorporate the Small Business Plan for contractor s fiscal year January 01, 2016 through December 31, 2016. A copy of approved plan is attached.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				LYNN N MAULDIN Supervisory Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		12/18/2015	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243	

## SMALL BUSINESS SUBCONTRACTING PLAN OUTLINE (MODEL)

### Identification Data:

Company Name: McKinsey & Company, Inc., Washington D.C.  
Address: 1200 19<sup>th</sup> Street NW  
Washington, DC 20036  
Date Prepared: 11/30/2015  
Solicitation Number: TFTP-MC-000874-B  
Item/Service: SIN 874.1 (consulting services)  
Fiscal Year: January 1 thru December 31, 2016

### 1. TYPE OF PLAN: (Check only one).

- ☐ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and apply for the full term of this contract.*
- ☐ MASTER PLAN: *In this type of plan, goals are separately developed for this contract in an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*
- ☒ COMMERCIAL PLAN: *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, and must submit the Summary Subcontracting Report through the eSRS website (<http://www.esrs.gov>) with a breakout of subcontracting prorated for GSA.*

### 2. GOALS:

*State separate dollar and percentage goals for small business, HUBZone small, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses in the following format. Express all dollar goals as a percentage of total planned subcontracting dollars.*

*In 2015, McKinsey & Company, Inc. Washington, D.C. experienced a significant increase in office staff size*

b(4)  
b(4)

Year	Spend
2011	\$ b(4) actual
2012	\$ b(4) actual
2013	\$ b(4) actual
2014	\$ b(4) actual
2015	\$ b(4) actual
2016	\$ b(4) projected

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

ESTIMATED DOLLAR VALUE OF ALL PLANNED SUBCONTRACTING			
2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as "other than small")

SUBCONTRACTING TO LARGE BUSINESS CONCERNS			
2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns: (Include Small Business, HUBZone Small, Small Disadvantaged business, Women-Owned Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Businesses)

SUBCONTRACTING TO SMALL BUSINESS CONCERNS			
2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

### SUBCONTRACTING TO HUBZONE SMALL BUSINESS CONCERNS

2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns is:

### SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESS CONCERNS

2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

### SUBCONTRACTING TO WOMEN-OWNED SMALL BUSINESS CONCERNS

2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business concerns is:

### SUBCONTRACTING TO VETERAN OWNED SMALL BUSINESS CONCERN

2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to service-disabled veteran-owned small business concerns is:

**SUBCONTRACTING TO SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS**

2016	1ST OPTION	2ND OPTION	3RD OPTION
b(4)	\$	\$	\$
b(4)	%	%	%

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

**BUSINESS CATEGORY OR SIZE**

PRODUCT/SERVICE	NAICS	LARGE	SMALL BUS.	HUB ZONE SB	SDB	WOSB	VOSB	SDVO SB
-----------------	-------	-------	------------	-------------	-----	------	------	---------

Other (non-salary and benefits) personnel

(b) (4)

Travel and entertainment

5616

(b) (4)

Office supplies and services

42412

(b) (4)

Consulting services

5416

(b) (4)

(Attach additional sheets if necessary.)

11. Explain the methods used to develop the subcontracting goals for small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses.

In preparation of this small business subcontracting plan, McKinsey & Company, Inc. Washington, D.C.

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

12. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses were determined.

McKinsey & Company, Inc. Washington, D.C. determined the subcontracting areas by:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)



b(4)

13. How we access the capabilities of small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses concerns.

(b) (4)

14. Identify all source lists used in the determination process.

McKinsey & Company, Inc. Washington, D.C. shall use the following sources of information in identifying potential suppliers and evaluating their capabilities:

1. (b) (4)

2. (b) (4)

3. (b) (4)

4. (b) (4)

5. (b) (4)

6. (b) (4)

7. (b) (4)

8. (b) (4)

9. (b) (4)

J. Indirect and overhead costs  X  HAVE BEEN or   HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, HUBZone small, small disadvantaged business, women-owned small business, and service-disabled veteran-owned small businesses.

b(4)

3. PROGRAM ADMINISTRATOR:

*FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.*

Name: (b) (6)

Title: Manager of Office Services and Facilities

Position: same

Address: 1200 19<sup>th</sup> Street NW, Washington, DC 20036

Telephone: (b) (6)

Duties: (b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

#### 4. EQUITABLE OPPORTUNITY

*FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, veteran-owned small business, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:*

A. Outreach efforts to obtain sources:

(b)(4) Contacting minority and small business trade associations

(b)(4) Contacting business development organizations

(b)(4) Requesting sources from System for Award Management, Dynamic Small Business Search (DSB)

(b)(4) Attending small, minority, and women-owned business procurement conferences and trade fairs.

B. Internal efforts to guide and encourage purchasing personnel:

**(b)(4)** Presenting workshops, seminars and training programs

**(b)(4)** Establishing, maintaining and using small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concern source lists, guides and other data for soliciting subcontracts

**(b)(4)** Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

## 5. CLAUSE INCLUSION AND FLOWDOWN

*FAR 52.219-9(d)(9) requires that your company provide assurances that it will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities.*

*FAR 52.219-9(d)(9) also requires that your company agrees in this plan that it will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9 (ALT II), "Small Business Subcontracting Plan."*

McKinsey & Company, Inc. Washington, D.C. agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports and Summary Subcontracting Reports through the eSRS website [www.esrs.gov](http://www.esrs.gov).

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

## 6. REPORTING AND COOPERATION

*FAR 19.704(a)(10) and clauses 52.219-9(d)(10) require assurances that the offeror will do the following:*

*McKinsey & Company, Inc., agrees to: (10)(i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit the Individual Subcontracting Report (ISR), and Summary Subcontracting Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS; (iv) ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS; (v) provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information in the eSRS when submitting their reports; and (vi) require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and*

*the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.*

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01--09/30	SSR	10/30

## 7. RECORDKEEPING

*FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:*

- A. Small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses sources.
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 which indicate for each solicitation:
  - C1. Whether small business concerns were solicited, and if not, why not.
  - C2. Whether HUBZone small business concerns were solicited, and if not, why not.
  - C3. Whether small disadvantaged business concerns were solicited, and if not, why not.
  - C4. Whether women-owned small business concerns were solicited, and if not, why not.
  - C5. Whether veteran-owned small business concerns were solicited, and if not, why not.
  - C6. Whether service-disabled veteran-owned small business concerns were solicited, and if not, why not.
  - C7. Reasons that solicited small, small disadvantaged, HUBZone and women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns failed to receive the subcontract award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, HUBZone small, minority, women-owned small business procurement conference and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate

compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

#### 8. TIMELY PAYMENTS TO SUBCONTRACTORS

*FAR 52.219-8(a) requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns.*

**b(4)**

#### 9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small business, HUBZone small business, small disadvantaged business, Women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that the contractor must pay liquidated damages. In order to demonstrate your compliance with a good faith effort to achieve the small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.*

McKinsey & Company, Inc. Washington, D.C. will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

**(b) (4)**

b(4)

<u>Category</u>	<u>Percent of subcontract spend</u>
-----------------	-------------------------------------

\*Small business

\*Women-owned small businesses

\*Small disadvantaged businesses

\*HUB Zone small businesses

\*Service-disabled veteran owned small businesses

\*Veteran-owned small businesses

b(4)

b(4)

(b) (4)

The offeror is advised that this subcontracting plan will be made a material part of the contract and that the submission of the SSR will be made a line item deliverable in the contract.

10. SIGNATURES REQUIRED

This subcontracting plan was submitted by:

b(6)

Typed Name: (b) (6)

This subcontracting plan was accepted by:

Signature:

Typed Name:

Title: Vice President      Date: 11/30/15

Title: Contracting Officer      Date:



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 138	
2. AMENDMENT/MODIFICATION NO. MODIFICATION CM-A475		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE)	
6. Issued By Code General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001		7. ADMINISTERED BY (If other than Item 6) Code 401 WEST PEACHTREE ST ATLANTA, GA 30308				
8. Name and Address of Contractor (No., street, county, State and ZIP Code MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			(x)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S		
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) Jan 27, 2006		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers				is extended	X is not extended.
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:						
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : Continued on next page					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not [X] is [ ] required to sign this document.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
Continued on next page						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			Michael D. Dixon Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
GSA Unilateral Mod			Electronically Signed		Jan 03, 2016	
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)			

Customized Mass Mod  
Issued date: January 1, 2016  
Unilateral

FAR Citation: 43.103 (b)(1)

The purpose of this modification is to:

- 1) Remove the "C" prefix from all of the Professional Services Schedule (PSS) Special Item Numbers with the exception of the complimentary services SINs (complimentary SINs are: C871 202, C871 207, C871 208, C871 211, C132 51, C595 21).

Contracts that held PSS SINs with a "C" prefix are hereby changed to the "non-C" SIN.

- 2) Replace duplicative SINs with a single shared SIN under PSS. The following sub-SINs have been consolidated into shared SINs:

Shared PSS SIN	Duplicative SINs	SIN Description
100-01	<b>874 99</b> <b>871 99</b> <b>541 99</b> <b>874 599</b> <b>382 99</b> <b>899 99</b>	<b>Introduction of New Services</b> - A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved or has not been introduced to the Federal Government. A new service is not currently available under any GSA Contract, but is categorically related to the procurement of professional services under this Schedule.

Shared PSS SIN	Duplicative SINs	SIN Description
100-03	<b>871 8</b> <b>382 6</b> <b>874 5</b> <b>874 506</b> <b>899 10</b>	<b>Ancillary Supplies and/or Services</b> - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

Attached is the new SIN table that is to be used when adding services.

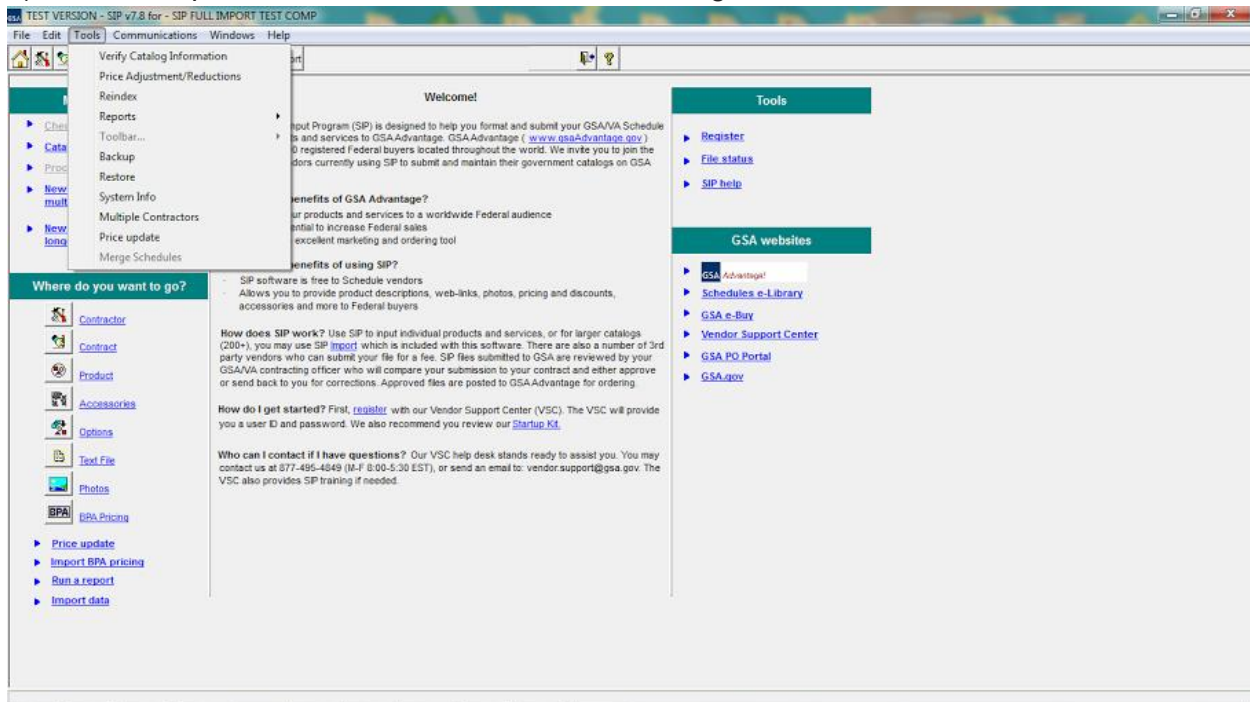
All other terms and conditions remain the same.

GSA Advantage! catalog updates should occur under normal circumstances (such as after you modify your contract to add/change awarded items or prices). When you update your GSA Advantage! catalog/text files, please reference the new PSS rather than the predecessor Schedule. Instructions are as follows:

1) Update SIP while connected to the internet; SIP will automatically update your contract table. If you attempt to update SIP offline, the table will not update beforehand.

2) Click on "Contract" from the left-side menu, then select the contract that is to be merged. Select your old schedule contract, i.e., 520.

3) From the top menu, click on "Tools", then click "Merge Schedules." SIP will be activated.



4) Update your text file. Either need to go into the textfile folder (named /textfile) and place a new document in there, or edit the current one and then reattach it.

5) Go to "Communications" and click on "Create a Catalog".

When requesting a modification to add new services, please refer to the modification instructions found on the PSS portal page at [www.gsa.gov/psschedule](http://www.gsa.gov/psschedule).

**PROFESSIONAL SERVICES SCHEDULE (PSS)**  
**SOLICITATION FCO-00-CORP-0000C,**  
**(Effective January 01, 2016)**

	FSC PSC CODE	PSS SIN	SIN Definition	NAICS Code	Size Standard
			<b>SPECIAL ITEM NUMBERS (SIN)</b>		
PSS	R499	100 01	<b>Introduction of New Services</b> - A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved or has not been introduced to the Federal Government. A new service is not currently available under any GSA Contract, but is categorically related to the procurement of professional services under this Schedule.	541890 237110 237130 238210 238220 541930 541611 541614 541330 541350 541620	\$15M \$36.5M \$36.5M \$15M \$15M \$7.5M \$15M \$15M \$15M \$7.5M \$15M
PSS	R499	100 03	<b>Ancillary Supplies and/or Services</b> - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.	*541330 *561210 334111 334112 334210 334290 *541519 *541711  *541712  511199 511130 541614 541620 541930 561499	\$15M \$38.5M; Note 12 1000 Employees 1000 Employees 1000 Employees 750 Employee \$27.5 M 500 Employees; Note 11  500 Employees; Note 11 500 Employees 500 Employees \$15M \$15M \$7.5M \$15M

			<b>Facilities Maintenance and Management (03FAC)</b>		
03FAC	R425	C871 202	<b>Energy Management Planning and Strategies -</b> A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED. 1. Consulting / Auditing / Energy Management Solutions - The strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions. 2. Concept Development and Requirements Analysis - The analysis of the audit results and outlined requirements to design a detailed energy management project concept. 3. Implementation and Change Management - The implementation and integration of more energy efficient practices and systems and training in using them effectively. 4. Measurement and Verification - The performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.  <i><b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b></i>	237130 *541330 541350 541618 541690	\$36.5M \$15M \$7.5M \$15M \$15M
03FAC	R425	C871 207	<b>Energy Audit Services -</b> Including, but not limited to, developing, executing, and reporting on audit plans and/or performing energy and water audit services. Energy audits may range from cursory to comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Audit services can include computerized control systems using analytical software and a network of electronic devices to assist Federal agencies with achieving energy conservation goals. Energy efficient buildings certification programs such as LEED may be included.  <i><b>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</b></i>	*541330 541350 541690	\$15M \$7.5M \$15M
03FAC	R425	C871 208	<b>Resource Efficiency Management (REM) -</b> This service involves the utilization of an on-site Resource Efficiency Manager or advocate to assist federal agencies with sustainability initiatives / improvements. These advocates shall work on-site at federal facilities. REM contracts	541350 541618 *561210 561990	\$7.5M \$15M \$38.5M; Note 12 \$11M

			<p>are typically one year long with an option to renew for two or three years. Services could include, but are not limited to, energy usage assessments, providing recommendations on possible steps to improve energy efficiency, progress tracking on sustainability improvements, reporting, etc. Energy efficient buildings certification programs such as LEED may be included.</p> <p><b><i>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</i></b></p>		
03FAC	R425	C871 211	<p><b>Energy Consulting Services</b> - Contractors shall provide expert advice, assistance, guidance or counseling on energy related projects or initiatives to assist agencies in adhering to energy legislation and policy such as EPACT 2005, Executive Order 13693. Consulting services covered by this SIN include:</p> <p>Energy management or strategy  Energy program planning and evaluations  Energy related studies, analyses, benchmarking and reporting such as feasibility studies, vulnerability assessments, and energy security  Assistance in meeting energy efficient building standards such as Leadership in Energy and Environmental Design (LEED), Green Globes and Energy Star.  Advisory services in obtaining alternative financing for energy projects such as Energy Savings Performance Contracts, Power Purchase Agreements or Enhanced Use Leases.  Consulting on carbon emissions trading programs  Consulting on where to obtain renewable energy credits/certificates  Consulting on greenhouse gas measurement and management  Strategic sustainability performance planning  Consulting on obtaining high performance sustainable buildings  The implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems.</p> <p><b><i>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.</i></b></p>	541611 541618 541690 *561210	\$15M \$15M \$15M \$38.5; Note 12
			<b>Financial and Business Solutions (FABS)</b>		
PSS	R704	520 1	<p><b>Program Financial Advisor</b> - Assist agencies on cross-cutting issues, asset marketability, program development, trust or other monetary fund management / benefit administration, equity monitoring, originations, and addresses any other considerations regarding the acquisition, management and/or resolution of an asset.</p>	523110 522310 *531210	\$38.5M \$7.5M \$7.5M; Note 10



PSS	R704	520 2	<b>Transaction Specialist</b> - Assist agencies in all asset resolution related areas including valuation / pricing, portfolio stratification, restructuring and disposition strategies which best meet agency goals. Make specific recommendations as to the best execution. Conduct a sale or other disposition vehicle. Provide marketing expertise, budget and credit reform analyses.	523110 522310 *531210	\$38.5M \$7.5M \$7.5M; Note 10
PSS	R710	520 3	<b>Due Diligence and Support Services</b> - Assist agencies in the confirmation and validation of specific elements of an agency's portfolio of assets. Collect and organize data from an agency's files or a third party source, create asset inventory database, provide support for asset sales (e.g., asset valuations, investor war room and asset packaging, and closings), develop quality / information controls.	541611	\$15M
PSS	R705	520 4	<b>Debt Collection</b> - Provide collection services and servicing of defaulted loans which may include borrower negotiations, restructuring, and workout agreements.	561440	\$15 M
PSS	R704	520 5	<b>Loan Servicing &amp; Asset Management</b> – Assist agencies in servicing, monitoring and maintaining loan assets which may include establishing loan database, remittance processing, verify and update borrower data, issue forms and correspondence, process loan cancellations and consolidations, billing services, credit bureau reporting, and transfer and discharge loans. Provide servicing of troubled loans which may include borrower negotiations, restructuring, foreclosure and supervision of the sale of the collateral and workout agreements.	541611 522310	\$15M \$7.5M
PSS	R704	520 6	<b>Professional Legal Services</b> - Assist agencies with the full spectrum of professional legal support required for the resolution, management and/or disposition of assets held by the Federal Government	541110	\$11M
PSS	R704	520 7	<b>Financial &amp; Performance Audits</b> - financial-related audits, performance audits, and contract audits in accordance with Generally Accepted Government Auditing Standards (GAGAS) and non-GAGAS. An independent assessment of an audited entity's a) financial statements in conformity with generally accepted accounting principles, b) financial information, adherence to financial compliance requirements and internal controls, or c) organization or program performance to identify areas for improvement.	541211	\$20.5M
PSS	R704	520 8	<b>Complementary Audit Services</b> - Other services performed by auditors including assist in developing questions for use at hearings, develop methods and approaches in evaluating a new or proposed program and forecast potential program outcomes.	541611	\$15M
PSS	R704	520 9	<b>Recovery Audits</b> – Audits performed to recover funds resulting from overpayments, duplicate payments and underpayments. Performed under the authority of Section 354 of the National Defense Authorization Act for FY 96 (Public Law 104-106; 110 Stat. 268; 10 U.S.C. 2461), and Section 388 of the National Defense Authorization Act for FY 98.	541211 541219	\$20.5M \$20.5M



PSS	R704	520 10	<b>Transportation Audits</b> – Perform administrative reviews and rate examinations on prepayment and post payment transportation bills to ensure accuracy, completeness, and compliance with established rates, tariffs, quotations, agreements, tenders or other applicable rate authority.	541211 541219	\$20.5M \$20.5M
PSS	R703	520 11	<b>Accounting</b> – Transaction analysis, transaction processing, data analysis and summarization, technical assistance in devising new or revised accounting policies and procedures, classifying accounting transactions, special studies to improve accounting operations	541211 541219	\$20.5M \$20.5M
PSS	R704	520 12	<b>Budgeting</b> - Assess and improve the budget formulation and execution processes, conduct special reviews to resolve budget formulation or budget execution issues, provide technical assistance to improve budget preparation or execution processes.	541211 541219 541611	\$20.5M \$20.5M \$15M
PSS	R704	520 13	<b>Complementary Financial Management Services</b> - Assess and improve financial management systems, financial reporting and analysis, strategic financial planning, financial policy formulation and development. Devise and implement performance measures, conduct special cost studies, perform actuarial services, perform economic and regulatory analysis, assist with financial quality assurance efforts, perform benchmarking.	541611	\$15M
PSS	R704	520 14	<b>Audit &amp; Financial Training Services</b> - Plan and deliver audit and financial training services including but not limited to course development and instruction required to support audit, review, financial assessment and financial management activities.	541611	\$15M
PSS	R704	520 15	<b>Outsourcing Recurring Commercial Activities for Financial Management Services</b> -Services that an agency identifies as recurring commercial activities which may include billing, payroll processing, application processing, claim processing, grant application management, loan application management, inventory management, and other financial management activities.	524292 541214 541219	\$32.5M \$20.5M \$20.5M
PSS	R704 R611	520 16	<b>Business Information Services</b> – Electronic and non-electronic transmission (excluding voice communication) of Consumer Credit Reports, Address Verification Reports, Skip Location Reports, Public Information, Domestic Business Profile, International Business Profile, Mortgage Reports, Supplemental Credit Reference Reports, Bond Rating, Managed Fund Rating, Institutional Ranking, Data Processing (credit / financial) Credit Scoring, Merged Credit Files, Credit Risk Assessment and Miscellaneous Business Information Services. May provide computer software intended for BIS use and customization of reports	561450	\$15M

PSS	R704 R611	520 17	<b>Risk Assessment and Mitigation Services -</b> Include but are not limited to the following: documentation of disclosure responsibilities for PII and PHI type information Deployment of risk assessment and mitigation strategies and techniques Improvement of capabilities through the reduction, identification, and mitigation of risks, detailed risk statements, risk explanations and mitigation recommendations, design and development of new business applications, processes, and procedures in response to risk assessments, ensuring compliance with governance and regulatory requirements, evaluation of threats and vulnerabilities to the protection PII and PHI type of information, training of government personnel on how to prevent data breaches and identity theft, information assurance of PII and PHI type information, vulnerability assessments, privacy impact and policy assessments, review and creation of privacy and safeguarding policies, prioritization of threats, maintenance and demonstration of compliance, evaluation and analysis of internal controls critical to the detection and elimination of weaknesses to the protection of PII and PHI type of information.	541990	\$15M
PSS	R704 R611	520 18	<b>Independent Risk Analysis -</b> Independent Risk Analysis includes a review of all information compromised by a data breach for trends and unusual patterns. The circumstances surrounding the breach are investigated to determine whether it appears to be incidental, accidental or targeted. The breached data itself is analyzed to determine if there is any current evidence of organized misuse. The analysis ultimately provides a determination as to the probability that breached data may be used to harm the individuals whose data has been compromised. The tasks involved in independent risk analysis include but are not limited to the following: monitoring of multiple data elements and sources, metadata analysis, pattern analysis, risk analysis, privacy impact analysis, statistical analysis, data structure development, notification services, probability analysis, that breached data has been used to cause harm, determination of the level of risk for potential misuse of sensitive PII and PHI type of information, certification of findings regarding misuse of compromised data, investigation of circumstances surrounding breach, including digital forensic analysis, collection of evidence regarding data breaches, and development of a risk mitigation plan.	561611	\$20.5M
PSS	R704 R611	520 19	<b>Data Breach Analysis -</b> includes the monitoring and detection of breached identities and PII and PHI type of information across multiple industries in order to detect patterns of misuse related to a specific data loss. The breached files are continuously monitored over a period of weeks, months, or years. It can provide the locations of potential misuse for further law enforcement action, as well as a listing of consumers likely to be fraud victims. The tasks involved include but are not limited to the following: monitoring of multiple non-credit data elements and sources, fraud detection and protection solutions, fraud	561611	\$20.5M

			resolution and assistance for affected individuals, fraud alerts, corrective actions, notification services, identity theft insurance (as allowed by applicable State statutes), Social Security Number monitoring and credit card monitoring.		
PSS	R704 R611	520 20	<b>Comprehensive Protection Solutions</b> - allows for customized solutions that integrate the services found under SINs 520 16 Business Information Services (Credit Monitoring Services), 520 17 Risk Assessment and Mitigation Services, 520 18 Independent Risk Analysis and 520 19 Data Breach Analysis. This SIN CANNOT be used to fulfill requirements that only fall within the scope of one of the other four SINs. It may only be used to fulfill agency requirements that span across multiple SINs.	541990	\$15M
PSS	R704	520 21	<b>Program Management Services</b> - encompasses the management of financial and business solutions programs and projects and includes but is not limited to program management, program oversight, project management and program integration of a limited duration. A variety of functions may be utilized to support program integration or project management tasks.	541611	\$15M
PSS	R703	520 22	<b>Grants Management Support Services</b> - Support and assist federal grants management personnel in all phases of the grants management process including but not limited to assessing compliance of grantees business and financial management systems, assisting awarding agencies in ensuring grantees responsible and accountable use of grant funds, assisting with ensuring that grantees performance is in full compliance with grant requirements, assisting government Grants Management Officers, Grant Management Specialists, and other grants management personnel, advising government personnel in managing Grant Financial Management systems, managing the project period of performance schedule, evaluating on-going status reports, final reports, and other deliverable products required under the grant program, and assisting in grant close-out procedures.	541611	\$15M
			<b>Advertising &amp; Integrated Marketing Solutions (AIMS)</b>		

PSS	R701	541 1	<p><b>Advertising Services</b> provided under this SIN will promote public awareness of an agency's mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer advocacy groups and engage in recruitment campaigns. Services include, but are not limited to the following components: advertising objective determination, message decision / creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, media planning, media placement services, advertising evaluation, related activities to advertising services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	*541810	\$15M – Note 10
PSS	R708	541 2	<p><b>Public Relations Services</b> - Services provided under this SIN include, but are not limited to the following components: providing customized media and public relation services such as the development of media messages and strategies; providing recommendations of media sources for placement of campaigns; preparing media materials such as, background materials, press releases, speeches and presentations and press kits.</p> <p>Other related services may fall under the following categories: executing media programs, conducting press conferences, scheduling broadcast and/or print interviews, public relations and crisis communications media training, such as, training of agency personnel to deal with media and media responses, media alerts and press clipping services related activities to public relations services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541820	\$15M

PSS	D304	541 3	<p><b>Web Based Marketing Services</b> - Services provided under this SIN include the development of strategies for an agency to provide the maximum use of their Internet capabilities. Services include, but are not limited to the following components: website design and maintenance services, search engine development, e-mail marketing, interactive marketing, web based advertising (including social media outlets), web based training, web casting, video conferencing via the web, section 508 compliance, including captioning services, on-line media management; and related activities to web based marketing services.</p> <p>Media will be provided in a format that is compatible with the ordering agency's software requirements. Continual website updates and maintenance may also be required.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>	541511	\$27.5M
PSS	R422	541 4A	<p><b>Market Research and Analysis Services</b> include, but are not limited to the following components: customizing strategic marketing plans, branding initiatives, creating public awareness of products, services, and issues; targeting market identification and analysis, establishing measurable marketing objectives; determining market trends and conditions, identifying and implementing appropriate strategies, conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling/analyzing results, establishing call centers (in relation to services provided under this schedule).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541910	\$15M
PSS	T006	541 4B	<p><b>Video / Film Production Services</b> provided under this SIN include, but are not limited to the following components: writing, directing, shooting, arranging for talent / animation, narration, music and sound effects, duplication, distribution, video scoring; and editing.</p> <p>Videotape and film production services will be provided to inform the public and Government agencies about the latest products, services, and/or issues in various outputs such as: industry standard formats, CD-ROM, DVD and video streaming development. Filming in studios, on location, live shows or events may also be required.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied</p>	512110	\$32.5M



			as a credit to the cost of the project, whichever the ordering agency prefers.		
PSS	Y1PB	541 4C	<p><b>Exhibit Design and Implementation Services</b> - Services provided under this SIN include making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) as may be required. Services include, but are not limited to the following components: conceptualizing, designing and producing exhibits and their accompanying materials, providing and/or making recommendations for carpet and padding installation for exhibit property; preview, set-up and dismantling of exhibit property, cleaning, prepping and storing exhibit property for future use, shipping exhibit property to and from designated site(s); and media illumination services.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541850	\$15M
PSS	R499	541 4D	<p><b>Conference, Events and Tradeshow Planning Services</b> - Services provided under this SIN include the making of all necessary arrangements for conferences, seminars and trade shows. Services include, but are not limited to the following components for a show, event and/or booth: project management, coordination and implementation of third party participation, collection management of third party payment for participation, liaison support with venue, audiovisual and information technology support, topic and speaker identification, site location research, reservation of facilities, on-site meeting and registration support, editorial services, automation and telecommunications support, design and editing productions; and mailing and other communication with attendees including pre/post meeting mailings/travel support and computer database creation.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers. This paragraph does not apply to no cost contracting arrangement(s).</p> <p>NOTE: Travel services and reimbursement of associated expenses (i.e. air fare, hotel, taxi, etc.) is not within the scope of this schedule and should not be offered. Any travel related expenses are to</p>	*561920	\$11M: note 10

			<p>be handled at the Task Order level in accordance with the Joint Travel Regulation (JTR).</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>		
PSS	T010	541 4E	<p><b>Commercial Photography Services</b> -Services provided under this SIN include photography services which may be used for commercial advertisements and/or illustrations that will appear in books, magazines, and/or other forms of media. Services may include, but are not limited to the following components: black and white, color photography, digital photography, aerial photography, architectural photography, still photographs, field and studio photography; and related photography services such as photo editing and high-resolution scans.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541922	\$7.5M
PSS	R499	541 4F	<p><b>Commercial Art and Graphic Design Services</b> - Services provided under this SIN include commercial art, graphic design, and special effects services that educate the consumer market about product(s) and/or service(s); updating, rewriting, and/or editing materials may also be required. Services include, but are not limited to the following components: developing conceptual design and layouts, providing copywriting and technical writing services, creating sketches, drawings, publication designs, and typographic layouts; and furnishing custom or stock artwork (including electronic artwork).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p> <p>NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.</p>	541430	\$7.5M



PSS	R701	541 4G	<p><b>Challenges and Competition Services -</b> Services provided under this SIN include marketing and advertising for responses from the public to a challenge / contest / competition by a customer. Services include, but are not limited to the following components: development of challenges / contests / competitions, provide marketing and advertising support, assist in the conduct of the challenge / contest / competition, facilitate events; and support the judging of events.</p> <p>The challenge / contest / competition may be to identify a solution to a particular problem or to accomplish a particular goal. Prizes or other incentives may be offered by customers to find innovative or cost-effective solutions to improving open government. Solutions may be ideas, design, proofs of concept or finished products. Funding of payment for prizes or other incentives may be reimbursed through SIN C541 1000, Other Direct Cost (ODC).</p> <p>NOTE: For this SIN ONLY - Two (2) Years of Corporate Experience is waived; however, two (2) technical projects must be submitted for evaluation.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541613	\$15M
PSS	R701	541 5	<p><b>Integrated Marketing Services -</b> Services provided under this SIN include offering a complete solution that collectively integrates the various services provided separately under the other SINs. Services include, but may not be limited to the following components: creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of media planning and creative multimedia campaigns. Comprehensive solutions include services available separately under SINs: 541 1 Advertising Services, 541 2 Public Relations Services, 541 3 Web Based Marketing Services and 541 4 Specialized Marketing (i.e. SIN 541 4A through SIN 541 4G). Contractors must demonstrate the capabilities to provide services normally associated with an integrated marketing campaign (Market Research, Conference Planning, etc.).</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers. This paragraph does not apply to no cost contracting arrangement(s).</p>	541613	\$15M

PSS	R701	541 1000	<p><b>Other Direct Costs (ODCs) are expenses other than labor hours -</b></p> <p>All ODCs proposed must be directly related to a service being offered under this schedule and can only be purchased in conjunction with the schedule service. Possible ODCs may include such items such as subcontract labor, audio/visual equipment, facility rental, commercial production, media costs, booth space rental, etc.</p> <p>NOTE: Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Other Direct Costs shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Other Direct Costs may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors will be required to provide additional information to support a determination that their proposed Other Direct Costs are commercially offered in support of one or more SIN(s) under this schedule.</p> <p>NOTE: Travel and per diem are not considered Other Direct Costs and will be addressed at the Task Order level.</p> <p>NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.</p>	541810	\$15M; note 10
-----	------	----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------	----------------

			General Purpose Commercial Information Technology Equipment Software and Services (IT) (70)		
70	D301 D302 D306 D307 D308 D310 D311 D313 D316 D317 D399	C132 51	<b>Information Technology Professional Services</b> – Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.  <i>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires IT professional services as the only service needed, they are directed to Schedule 70.</i>	541511 541512 541513 *541519	\$27.5M \$27.5M \$27.5M \$27.5M
			<b>Language Services</b>		
PSS	R608	382 1	<b>TRANSLATION SERVICES</b> - Services include the translation of written, electronic and multi-media material to and from English and native Foreign languages. Materials include but are not limited to: Business, Legal, Medical, Technical, Documents, Braille, Software, Website localization for Internet and Intranet, Video subtitling, captioning, and Transcriptions for Title III Monitoring. Client consultation and Project management services include translation formatting, proofreading, text adaptation, editing, graphic design, and desktop publishing.	541930	\$7.5M
PSS	R608	382 2	<b>Interpretation Services</b> - Services include the interpretation of oral communication to and from English and native Foreign Languages. Interpretation includes but is not limited to: Simultaneous, Consecutive, Escort, Community, Telephonic and Voiceovers. Interpreter forums may include meetings, conferences, seminars, litigation, briefings, and training. Client consultation and project management services provided for scheduling, assignment and logistical coordination of linguist support.	541930	\$7.5M
PSSI	R608	382 3	<b>Training and Educational Materials</b> - Services include customized or standardized off-the-shelf Foreign Language training courses at on and off site locations in classroom, private, semi-private, tutorial and in-country immersion forums. Instructional training for various language proficiency levels and testing is included. Educational material in publication, software, audio and video formats may be provided.	541930	\$7.5M
PSS	R608	382 4	<b>Comprehensive Linguistic Analytical Support Services</b> - Comprehensive Language Services in support of local, national, or global requirements that support the missions of military, law enforcement, homeland and national security organizations among others. Services include but are not limited to: Collecting, translating / interpreting and delivering mission related data; performing data analysis; cultural consulting; role-playing; Title III monitoring and intercepts; interview support, preparing related reports and assessments; forensic processing; screening / listing; related project / program management and control for linguist screening and, recruitment; logistical coordination; site supervision and quality	541930	\$7.5M

			control of all related services. Linguists with security clearances are included in the above mentioned services. Services provided under this SIN must include communication from a source language to a target language.		
PSS	R608	382 5	<b>Services for the Visual and Hearing Impaired -</b> Services under this SIN enhance the accessibility and availability of the spoken and written word by those who are visually and/or hearing impaired. Sign Language Services include ASL/English, Manually Coded English, Pidgin Signed English (PSE), Contact Sign; International Sign Other services include Closed Captioning, Voice-overs, Textbook or Audio Script Translation, Website (HTML) and Online Document Translation with typesetting services, Telephone Services (TDD and TTY), Close-Captioning, Deaf Interpreting, Tactile, and Cued English Transliteration. Braille, Text Adaptation, and Section 508 Compliant Language Services are also provided under this SIN. Products may be offered under this SIN that complement the services outlined to provide a total solution for full accessibility of all forms of communication.	541930	\$7.5M
			<b>Human Resources &amp; Equal Employment Opportunity Services (738X)</b>		
738 X	R405 R406 R410 R424 R428 R431 R506 R799	C595 21	<b>HUMAN RESOURCE SERVICES (Excluding EEO Services)</b> Human Resource Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.  Note: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.  Recruitment and Internal Placement: Contractor shall provide extensive support in the field of recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits playing special attention to reaching all segments of the population; manage comprehensive internal	541611 541612 561611 611430 624190	\$15M \$15M \$20.5M \$11M \$11M

			<p>recruitment and placement programs which include merit promotion, transfer of function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.</p> <p>Position Classification: Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conducts audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor / worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.</p> <p>Personnel Actions: Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Stand Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPF's); maintain OPF's in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPF's to National Records Center; and provide required employment verification.</p> <p>Training: Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources; provide</p>	
--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

			<p>assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.</p> <p>Employee Relations: Contractor shall offer services covering a range of employee relations services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits. Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate compliant receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; service as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and appropriate internal agency activities as required.</p> <p>Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude / interest inventories; group and individual counseling; career and job workshops; resumes writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.</p> <p>Review and Integration Services: *Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed.</p>		
--	--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--



			<p>This includes establishing agency unique requirements and project management throughout the lifecycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76.</p> <p>*Integrator: Contractor shall act as program manager to connect / integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.</p> <p>Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims revalidation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.</p> <p>NOTE: Each sub-service category offered under this SIN i.e., Recruitment and Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review / integration services and Worker's compensation must be specifically addressed in Section II Technical Proposal: (1) Factor One Corporate Experience (3) Factor Three Quality Control and (4) Factor Four Relevant Project Experience.</p> <p>For HR-Specific Training, course description and instructor resumes are required. A copy is required to the Commercial End User Licensing Agreement for a Web Based Services.</p> <p><b><i>*NOTE – This SIN cannot be used as a “stand alone” SIN – If an agency requires HR services as the only service needed, they are directed to Schedule 738X.</i></b></p>		
			<b>Professional Engineering Services</b>		



PSS	R425	871 1	<b>Strategic Planning for Technology Programs/Activities</b> Services required under this SIN involve the definition and interpretation of high level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, program evaluations, analysis of program effectiveness, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man-made electronic interference. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	*541330 *541711  *541712	\$15M 500 Employees; Note 11  500 Employees; Note 11
PSS	R425	871 2	<b>Concept Development and Requirements Analysis</b> Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development of enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost performance trade-off analysis, feasibility analysis, developing and completing fire safety evaluation worksheets as they relate to professional engineering services, regulatory compliance support, technology/system conceptual designs, training, and consulting. Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	*541330 *541711  *541712	\$15M 500 Employees; Note 11  500 Employees; Note 11
PSS	R425	871 3	<b>System Design, Engineering and Integration</b> Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, e.g. CADD, design studies and analysis, design review services, shop drawing review services, submittal review services, conducting fire protection facility surveys, developing risk reduction strategies and recommendations to mitigate identified risk conditions, fire modeling, performance-based	*541330 *541711  *541712	\$15M 500 Employees; Note 11  500 Employees; Note 11

			design reviews, high level detailed specification and scope preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.		
PSS	R425	871 4	<b>Test and Evaluation</b> Services required under this SIN involve the application of various techniques demonstrating that a system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype, first article(s) testing, environmental testing, performing inspections and witnessing acceptance testing of fire protection and life safety systems as they relate to professional engineering services, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system, quality assurance, physical testing of the product system, training, and consulting. Example: The navigation satellite-working model will be subjected to a series of tests, which may simulate and ultimately duplicate its operational environment. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11
PSS	R425	871 5	<b>Integrated Logistics Support</b> Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, conducting research studies, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11

PSS	R425	871 6	<p><b>Acquisition and Life Cycle Management</b>  Services required under this SIN involve all of the planning, budget, contract and systems/program management functions required to procure and or/produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to (technology based) systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, evaluation of inspection, testing, and maintenance program for fire protection and life safety systems, program/project management, technology transfer/insertion, training and consulting.  Example: During this stage the actual manufacturing, launch, and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.</p>	*541330 *541711  *541712	\$15M 500 Employees; Note 11 500 Employees; Note 11
PSS	R425	871 7	<p><b>Construction Management and Engineering Consulting Services Related to Real Property</b>  Services provided under this SIN include construction management, engineering consulting, project management, and related professional services specifically pertaining to real property.  The construction management approach utilizes one or more firms with construction, design, and management expertise to expand the customer agency's capabilities, so that the agency can successfully accomplish its program or project. The contractor performing construction management services assumes the position of professional adviser to the customer agency. Customer agencies may utilize the construction manager as the principal agent to advise or manage the process over the project regardless of the project delivery method used. Construction management services include, but are not limited to, design phase support, procurement support, commissioning services, testing services, construction claims support, and post-construction engineering services.</p> <p>The contractor performing engineering consulting services functions as an advisor to the government to assist with executing engineering tasks associated with real property. Engineering consulting services relating to real property include, but are not limited to, mechanical engineering, electrical engineering, fire protection engineering, forensic engineering, structural engineering, or any other specialized engineering consulting services that are utilized in regards to real property. Authorized engineering consulting tasks include design reviews, shop drawing reviews, submittal reviews, inspection and testing services, witnessing acceptance tests of equipment and systems, commissioning, modeling and analysis, loss investigation, facility surveys, safety evaluations, research studies, risk</p>	236220 *541330	\$36.5M \$15M

			<p>mitigation strategy development or reviews, and other related technical consulting services. The contractor performing engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract.</p> <p>Project management services relating to a construction management or engineering consulting effort are authorized.</p> <p>NOTE 1: This Schedule does not include Architect-Engineer services as defined in the Brooks Act, and do not include certification of designs or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.</p> <p>NOTE 2: This Schedule does not include Davis-Bacon Act work as described in Federal Acquisition Regulation Subpart 22.4.</p> <p>NOTE 3: Some of the terminology used, such as "professional engineer" and "design review," have multiple meanings in the engineering services profession. Under no circumstances should those terms be interpreted to include performance of Brooks Act services Section 1102 of 40 U.S.C. Chapter 11.</p> <p>NOTE 4: Please review the solicitation attachment entitled, "Construction Management and Engineering Consulting Services Relating to Real Property Guide" to obtain further information regarding the scope of services included under this SIN.</p>		
			<b>Mission Oriented Business Integrated Services</b>		
PSS	R499	874 1	<p><b>Integrated Consulting Services:</b> Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include: Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services</p> <ul style="list-style-type: none"> <li>* Facilitation and related decision support services</li> <li>* Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings</li> <li>* Advisory and assistance services in accordance with FAR 37.203</li> </ul> <p>NOTE: Consulting services where the preponderance of work is specifically covered under other PSS SINS or GSA Schedules are not permitted under this SIN.</p> <p>NOTE: Legal, expert witness, consulting, and audit services pertaining to financial matters are not covered under this SIN. Refer to C520 SINS. Consulting services relating to public relations are not covered under this SIN. Refer to SIN C541-2, Public Relations Services.</p>	541611	\$15M

PSS	U001	874 4	<b>Training Services: Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration, Learning Management, Internships -</b> Proposed courses shall be commercially-available off-the-shelf training and/or educational courses that are delivered via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included in the price. (i.e. books, pamphlets, software, etc.). Support materials not included may be offered under SIN C100 03, C874-9.  Proposed professional services shall be in support of planning, creating, and/or executing testing and test administration, learning management, internship, or development of new courses or subject matter delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Proposed customization services are the result of planning, creating, and/or executing a proprietary format and may be priced as a flat rate or as Labor/hours using professional labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), Systems requirements and methodology(ies) to be used should be stated. Acquisition training will be accomplished under SIN C874-8. Functional industry-specific training covered under other schedules will not be accomplished under this SIN.  A customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), and methodology(ies) to be used.	611430 611519	\$11M
	U002			611699 611710	\$15M
	U004			611310	\$11M
	U008			611512	\$15M
	U009			611513	\$27.5M
	U099			611692	\$25.5M
	R499			624310	\$7M
	U006			611410	\$7.5M
				519130	\$11M
				611691	\$7.5M
				923110	500 Employees \$7.5M \$7M



PSS	R707	874 6	<p><b>Acquisition Management Support:</b> Acquisition Management Support: Contractors shall provide professional support services to agencies in conducting federal acquisition management activities. Services covered by this SIN are: acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development, including cost/price estimates, quality assurance surveillance plans, statements of work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis; contract administration support services, including assistance with reviewing contractor performance, developing contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; Competitive Sourcing support, including OMB Circular A-76 studies, strategic sourcing studies, privatization studies, public-private partnerships, and Federal Activities Inventory Reform (FAIR) Act studies.</p> <p>Inherently Governmental services as identified in FAR 7.503 or by the ordering agency are prohibited under MOBIS. It is the responsibility of the Contracting Officer placing the order to make this determination. Ordering activities must require prospective contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see <a href="http://www.gsa.gov/psschedule">www.gsa.gov/psschedule</a>.</p> <p>NOTE: Grants management services are not covered under this SIN. Refer to, SIN C520-22, Grants Management Support Services.</p>	541611	\$15M
PSS	R499	874 7	<p><b>Integrated Business Program Support Services:</b> Contractors shall provide services to assist agencies in managing their mission-oriented business projects or programs and achieving mission performance goals. Services covered by this SIN include:</p> <p>* All phases of program or project management, from planning to closeout.</p> <p>* Operational/administrative business support services in order to carry out program objectives.</p> <p>NOTE 1: Program support services where the preponderance of work is specifically covered under other PSS SINS or GSA Schedules are not permitted under this SIN.</p> <p>NOTE 2: Administrative support services are authorized under this SIN; however, they must be provided in conjunction with other professional business services covered under this Schedule and must be performed under the supervision of the contractors Project or Program Manager. Personal services as defined in FAR are prohibited under MOBIS.</p>	541611	\$15M

PSS	U006 U009	874 8	<p><b>DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel Training for Acquisition Workforce (GS-1102 and non-GS-1102):</b> In accordance with the Office of Federal Procurement Policy's (OFPP) Policy Letter 05-01, training courses shall be certified by the Defense Acquisition University (DAU) and comply with the Federal Acquisition Institute's (FAI) policy, and based on the Defense Acquisition Workforce Improvement Acts (DAWIA) and the Federal Acquisition Certification (FAC) requirements for certification at the junior, intermediate, and senior levels to reflect the need to meet increasingly more rigorous standards for education, training, and experience. This shall apply to all Contracting Officers (CO) regardless of general schedule series with authority to obligate funds above the micro purchase threshold; all positions in the general schedule purchasing series (GS-1105); program and project managers (FAC-PM), as identified by the agency's Chief Acquisition Officer (CAO), or equivalent; all Contracting Officer's Representatives (CORs) and Contracting Officer's Technical Representatives (COTRs), or equivalent (FAC-COTR); all Emergency Response and Recovery Contracting Personnel; and significant acquisition-related positions identified by the CAO, or equivalent, using the guidance provided in OFPP Policy Letter 05-01.</p>	611430 611710	\$11M \$15M
PSS	6910	874 9	<p><b>Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation Training Devices</b></p> <p><b>Off-the-Shelf Training Devices:</b> Proposed training devices shall be commercially-available off-the-shelf training devices available as stand-alone or ancillary to other services being offered on this schedule. They can include software programs, teaching machines and devices, simulators such as driving simulators, flight simulators, etc., prepared printed instructional material, medical models and simulators, prepared audio and visual instruction material and multimedia program kits.</p> <p><b>Customizable Training Devices:</b> Proposed customized training devices and simulators shall be in addition to the or the result of planning, designing, and/or producing customized training products that include but are not limited to print, audio/visual, audio, digital formats and emerging technologies. Proposed training devices shall directly train students in a specific subject matter(s) or assist in the training of a specific subject matter(s).</p>	511199 333318	500 Employees 1000 Employees



			<b>Logistics Worldwide (LOGWORLD) Services</b>		
PSS	R706	874 501	<b>Supply and Value Chain Management:</b> Services that include all phases of planning, acquisition and management of logistics systems. These services include, but are not limited to planning, acquisition, design, development, testing, production, fielding, management, operation, maintenance, sustainment, improvement, modification and disposal. Examples of the type of services that may be performed under this SIN include: Logistics consulting for planning for the acquisition and life cycle phases of supply and value chain systems including the following: defining and establishing program objectives, strategies, plans and schedules; develop milestone documentation; market research and acquisition planning; material requirements identification, planning, acquisition and management; develop specifications or performance based work statements and task estimates; develop, document and support maintenance procedures and technical manuals; configuration data management and related documentation; expansion and consolidation studies, field problem analysis and recommendation of corrective actions and system modernization; Needs assessment/system assessment; Inventory/asset/vendor management; Inventory management and operation (inclusive of salvage, recycle and/or disposal management); operation of warehouses, stockrooms, storage facilities or depots; Fulfillment systems and operations; platform management; Information logistics processing systems analysis design, and implementation; staging, shipping, receiving, packing, crating, moving and storage (excluding household goods); packaging, labeling, bar coding system consultation, design, implementation, operation and maintenance; design and installation of material handling systems; hazardous material storage and handling (Non-radioactive only); warehouse and location management systems; recycling program management of warehousing materials; preservation and protection of specialized inventory or documents; maintenance, repair and overhaul (MRO) support and/or support process management; aircraft repair and maintenance; ship repair and maintenance; property disposal management; logistics strategic planning services; logistics systems engineering services; logistics program management services and support; Unique Identification (UID)/Radio Frequency Identification (RFID) services; Program and project management; acquisition and life cycle management; spares modeling; supply chain integration planning; global integrated supply chain solutions planning and implementation. (note acquisition functions cannot be procured as stand-alone services).	541614	\$15M

PSS	R706	874 503	<b>Distribution and Transportation Logistics Services:</b> Distribution and Transportation Logistics Services - Planning and designing, implementing, or operating systems or facilities for the movement of supplies, equipment or people by road, air, water, rail, or pipeline. Typical tasks include moving and storage (excluding household goods), location modeling, transportation system development and management, carrier management and routing, and facilitating customs processing. Commercial passenger airline services covered by the Airline City Pair Program are excluded.	541614	\$15M
PSS	R706	874 504	<b>Deployment Logistics:</b> Deployment Logistics - Typical tasks include contingency planning, identifying/utilizing regional or global resources, integrating public/private sector resources, inventory/property planning, movement, storage, end-to-end industrial relocation/expansion services, including project/asset/construction management, space planning and project integration/implementation, pre-positioning assets, facilitating customs processing/accountability; and deploying communications and logistics systems to permit rapid deployment and management of supplies and equipment.	541614	\$15M
PSS	R706	874 505	<b>Logistics Training Services</b> - Training in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities.	541614	\$15M
PSS	5811 R706	874 507	<b>Operations &amp; Maintenance Logistics Management and Support Services</b> - Planning, designing, managing, operating and maintaining reliable and efficient systems, equipment, facilities and logistics infrastructures to improve equipment and logistics performance, and reduce life cycle costs. Typical tasks include complete turnkey operations, maintenance and support services, base operations support (BOS), depot maintenance, preventative maintenance planning, fleet/property management and maintenance, mobile utility support equipment operation, maintenance and repair, strategic account/project management, integrated facility management and operations management support. Excluded from these services are construction, and the operation of computer centers (which is covered under the IT Schedule). Teaming with other GSA Schedule holders may be a viable method of acquisition, particularly considering satisfaction of small business goals (e.g., providing pest control, guard services, elevator maintenance, fire suppression support, beautification services, etc).  NOTE: Offers must be awarded SINs C874-501, C 874-503, and/or C874-504 in order to receive an award under SIN C874-507.	*561210	\$38.5M; Note 12
PSS	R706	74 597	<b>Ancillary Repair and Alterations</b> - Repair and Alterations ancillary to existing SINs under this Schedule. Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alteration, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature,	238130 238140 238160 238220 238310 238320 238350 *238990 *561210 541614	\$15M \$15M \$15M \$15M \$15M \$15M

			<p>such as routine painting or carpeting, simple hanging of drywall, basic electrical or plumbing work, landscaping, and similar noncomplex services.</p> <p>This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&amp;A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).</p> <p>The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary Repair and Alteration services may only be ordered in conjunction with or in support of products or services purchased under this Federal Supply Schedule contract. This SIN includes all regulatory guidance outlined in accordance with FAR 22, 28 and 36, including the Davis Bacon Act and the Miller Act. Special Instructions: No award will be made under C874-597, Ancillary Repair and Alterations unless an offeror is awarded (or receives award concurrently) for SINs under the Logworld (8745) portion of this Schedule contract. For federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alternation work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor. Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&amp;A services. This R&amp;A SIN shall not be used for PBS leased space. Any agency contracting officer ordering services under this SIN for Ancillary R&amp;A is responsible for complying with his or her agency's internal policies when procuring R&amp;A services. This may include a specific warrant delegation for procuring "construction" services when the estimated amount of this portion of the task order exceeds \$2,000. (Ref. FAR 22.4). Special Notice to Ordering Agencies: GSA or other landlords may require re-performance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.</p>		<p>\$15M; Note 13 \$38.5M; Note 12 \$15M</p>
--	--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------

			<b>Environmental Services</b>		
PSS	F999	899 1	<b>Environmental Consulting Services -</b> The services include, but are not limited to consultation in the areas of:: Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives (or mandates such as Executive Order 13693 in areas of chemical, radiological, and/or hazardous materials; ISO 14001 Environmental Management System (EMS) and sustainable performance measure development; Environmental Assessment (EA) and Environmental Impact Statement (EIS) preparation under the National Environmental Policy Act (NEPA); Endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans; Environmental program and project management; Environmental regulation development; Climate change adaptation and resiliency planning and implementation support, including but not limited to, identifying climate risks and impacts; applying and interpreting climate and impact assessment model outputs; development and/or implementation of solutions to build climate resilience, reduce identified climate risks, and/or provide both climate change mitigation and adaptation benefits; climate decision support, risk management, and vulnerability assessments and analyses; and climate risk communications and training; Economic, technical and/or risk analysis; other environmentally related studies and/or consultations; Homeland Security solutions that include Biochemical protection; Crime prevention through environmental design surveys (CPTED); Economical, technical and/or risk analysis; Identification and mitigation of threats inclusive of protective measures to mitigate the threats; and Vulnerability assessments. Compliance Services such as review, audit, and implementation/management of EMS and other compliance and contingency plans and performance measures; Permitting; Spill prevention/control and countermeasure plans; Pollution prevention surveys; and Community Right to-Know Act reporting. Advisory Services for ongoing advice and assistance with data and information in support of agency environmental programs involving areas such as Hazardous material spills; Material safety data sheets (MSDS), Biological/medical data sheets; Information hotlines; Poison control hotlines; Environmental regulations and environmental policy/procedure updates; Management, furnishing, or inventory of MSDS. Waste Management Consulting Services to provide guidance in support of waste-related data	541620	\$15M

			<p>collection, feasibility studies and risk analyses; Resource Conservation and Recovery Act/Comprehensive Environmental Response Compensation and Liability Act (RCRA/CERCLA) site investigations; Hazardous and/or non-hazardous exposure assessments; Waste characterization and source reduction studies; Review and recommendation of waste tracking or handling systems; Waste management plans and/or surveys; Waste minimization/pollution prevention initiatives; and Review of technologies and processes impacting waste management.</p> <p><i>Note: Services involving only the consulting portion of environmental remediation efforts are included under this SIN. Any actual remediation efforts are performed under SIN C899-8.</i></p>		
PSS	F999	899 3	<p><b>Environmental Training Services</b> - This SIN is designed to aid agencies in training personnel in a variety of environmentally related subjects in order to meet Federal mandates and Executive Orders. Environmentally related training can be conducted on- or off-site using standard off-the-shelf, customized, or computer/web-based interactive courses. Examples of environmental training courses include: Air/blood borne pathogens; Asbestos awareness; Environmental management planning and operations and maintenance (O&amp;M) planning; Asbestos Hazard Emergency Response Act (AHERA); Compliance with environmental laws/regulations; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Confined space training; Electronics management; Emergency response plans; Environmental audits, awareness, compliance, and management; Fire preparedness training; First responder; Hazardous materials and waste (HAZMAT) training to include compliance, operation, packaging, handling, generators, and incident response; Hazardous waste operations and emergency response (HAZWOPER) training inclusive of transportation, storage and disposal; ISO 14001 Environmental Management Systems (EMS); Lead training to include awareness, inspecting, assessing, rehabilitation, and renovation; Mold (abatement, assessment); National Environmental Policy Act (NEPA); Natural habitat preservation; Occupational Safety and Health Administration (OSHA); Pollution prevention; Public fire safety education; Resource Conservation and Recovery Act (RCRA); Sustainable environmental practices; Water conservation; and Wetlands regulation and permitting.</p>	541620	\$15M
PSS	F999	899 5	<p><b>Materials and Waste Recycling and Disposal Services</b> - Services include, but are not limited to: Management and oversight of Hazardous Material (HAZMAT) disposal operations, and management, oversight and recycling of universal waste (e.g., electronic equipment, batteries, cell phones, cathode ray tubes (CRTs), and compact fluorescent light bulbs (CFLs)). This includes reuse</p>	562112 562920	\$38.5M \$20.5M



			<p>assessments and inventory, destruction, inventory transfer and/or disposal after compliance with GSA Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102-36, and 102-37 (as applicable). Examples of types of material waste services include, but are not limited to: Solid waste, industrial waste, mining waste, and oilfield waste (e.g., drill cuttings); Liquid waste (e.g., wastewater containing less than 1% solids); Excess inventory; Surplus inventory; Non-hazardous materials that pose no immediate threat to human health and the environment, excluding household waste (e.g., routine refuse collection and disposal); Hazardous materials and/or those that contain leachable toxic components; Plastics such as acrylic, nylon, high-density polyethylene (HDPE) and low-density polyethylene (LDPE); Confiscated materials; and Construction debris such as asphalt, drywall and/or metal. Note: Services offered under this SIN shall NOT include any association with construction services and/or the transportation and/or disposal of Special Waste such as radioactive and medical waste, and/or the disposal of discarded, unwanted material (e.g., office paper, newspaper, food waste, and beverage containers, cardboard and packing materials).</p> <p><i>NOTE: Some of the services available are in compliance with Executive Order (EO) 13693. Where applicable, services under this SIN must assist agencies in meeting waste reduction and recycling initiatives as set forth by statutes and Executive Orders.</i></p>		
PSS	F999	899 7	<p><b>Geographic Information Systems (GIS) Services:</b> Provides GIS services in support of environmental programs. Services include, but are not limited to: Creation/enforcement of environmental legislation; Cultural resource GIS (CRGIS); Environmental cost assessment; Environmental impact analyses; Environmental regulatory compliance; Groundwater monitoring; Growth forecast modeling; Habitat conservation plans; Habitat modeling; Image analysis support for emergency response; Mapping, Cartography, and Mashups (e.g., combining data from more than one source into a single integrated tool to include aerial mapping); Migration pattern analysis; Natural resource planning; Remote sensing for environmental studies; Terrestrial, marine, and/or atmospheric measuring/management; Vegetation mapping; and Watershed characterization for mitigation planning.</p> <p><i>Note: The services offered under this SIN shall NOT include construction and architect-engineering services as set forth in FAR Part 36, including surveying and mapping services as defined under the Brooks Act of 1972 (Public Law 92-582, 40 U.S. 1102 et seq.).</i></p>	541620 541370	\$15M \$15M
PSS	F999	899-8	<p><b>Remediation and Reclamation Services -</b> Remediation services include, but are not limited to: Excavation, removal and disposal of hazardous waste; Site preparation, characterization, field investigation, conservation and closures; Wetland</p>	*562910 *562910 541380	\$20.5M; Note 14 500 Employees \$15 M

			<p>restoration; Emergency response clean up (ERC); Underground storage tank/above-ground storage tank (UST/AST) removal; Air monitoring; Soil vapor extraction; Stabilization/solidification, bio-venting, carbon absorption, reactive walls, containment, monitoring and/or reduction of hazardous waste sites, as well as unexploded ordnance removal; Remediation-related laboratory testing (e.g., biological, chemical, physical, pollution and soil testing). Reclamation services include, but are not limited to: Land (e.g., creating new land from sea or riverbeds and/or restoring areas to a more natural state, such as after pollution, desertification, or salination have made it unusable); and Water and refrigerant reclamation.</p> <p>Note: Services offered under this SIN shall NOT include any remediation / transportation / disposal of radioactive waste, asbestos and/or paint abatement, radon mitigation, construction and architect-engineer services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property). Disposal services performed under SIN must be ancillary to remediation services performed.</p>		
--	--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

\*Note – size standards updated as of July 2014

### NAICS - EXCEPTIONS:

**\*541330:**

except: Military and Aerospace Equipment and Military Weapons-----\$38.5M

except: Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992-----\$38.5

**\*541519**

except: Information Technology Value Added Resellers-----150 employees; Note 18

**\*541712:**

except: Aircraft-----1500 employees

except Aircraft parts, and Auxiliary Equipment, and Aircraft Engine Parts-----1000 employees

except Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts-----1000 employees

**\*562910:**

except: Remediation Services-----500 employees; Note 14



## NAICS - ENDNOTE

**NOTE 6:** NAICS Subsectors 334 - For rebuilding machinery or equipment on a factory basis, or equivalent, use the NAICS code for a newly manufactured product. Concerns performing major rebuilding or overhaul activities do not necessarily have to meet the criteria for being a "manufacturer" although the activities may be classified under a manufacturing NAICS code. Ordinary repair services or preservation are not considered rebuilding.

**NOTE 9:** NAICS codes 531110, 531120, 531130, and 531190 – Leasing of building space to the Federal Government by Owners: For Government procurement, a size standard of \$38.5 million in gross receipts applies to the owners of building space leased to the Federal Government. The standard does not apply to an agent.

**NOTE 10:** NAICS codes 488510, 531210, 541810, 561510, 561520 and 561920 – As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.

**NOTE11:** NAICS code 541711 and 541712 – For research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.

- a) "Research and Development" means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.
- b) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See section 121.701 of these regulations.
- c) "Research and Development" for guided missiles and space vehicles includes evaluations and simulation, and other services requiring thorough knowledge of complete missiles and spacecraft. 43

**NOTE 12.** NAICS 561210 – Facilities Support Services: a) If one or more activities of Facilities Support Services as defined in paragraph (b) (below in this footnote) can be identified with a specific industry and that industry accounts for 50% or more of the value of an entire procurement, then the proper classification of the procurement is that of the specific industry, not Facilities Support Services. b) "Facilities Support Services" requires the performance of three or more separate activities in the areas of services or specialty trade contractors industries. If services are performed, these service activities must each be in a separate NAICS industry. If the procurement requires the use of specialty trade contractors (plumbing, painting, plastering, carpentry, etc.), all such specialty trade contractors activities are considered a single activity and classified as "Building and Property Specialty Trade Services." Since "Building and Property Specialty Trade Services" is only one activity, two additional activities of separate NAICS industries are required for a procurement to be classified as "Facilities Support Services."

**NOTE13.** NAICS code 238990 – Building and Property Specialty Trade Services: If a procurement requires the use of multiple specialty trade contractors (i.e., plumbing, painting, plastering, carpentry, etc.), and no specialty trade accounts for 50% or more of the value of the procurement, all such specialty trade contractors activities are considered a single activity and classified as Building and Property Specialty Trade Services.

**NOTE 14.** NAICS 562910 – Environmental Remediation Services: a) For SBA assistance as a small business concern in the industry of Environmental Remediation Services, other than for Government procurement, a concern must be engaged primarily in furnishing a range of services for the remediation of a contaminated environment to an acceptable condition including, but not limited to, preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, containment, remedial action, removal of contaminated materials, storage of contaminated materials and security and site closeouts. If one of such activities accounts for 50 percent or more of a concern's total revenues, employees, or other related factors, the concern's primary industry is that of the particular industry and not the Environmental Remediation Services Industry. b) For purposes of classifying a Government procurement as Environmental Remediation Services, the general purpose of the procurement must be to restore or directly support the restoration of a contaminated environment. This includes activities such as preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, remediation services, containment, and removal of contaminated materials or security and site closeouts. The general purpose of the procurement need not necessarily include remedial actions. Also, the procurement must be composed of activities in three or more separate industries with separate NAICS codes or, in some instances (e.g., engineering), smaller sub-components of NAICS codes with separate and distinct size standards. These activities may include, but are not limited to, separate activities in industries such as: Heavy Construction; Special Trade Contractors; Engineering Services; Architectural Services; Management Consulting Services; Hazardous and Other Waste Collection; Remediation Services; Testing Laboratories; and Research and Development in the Physical, Engineering, and Life Sciences. If any activity in the procurement can be identified with a separate NAICS code, or component of a code with a separate distinct size standard, and that industry accounts for 50 percent or more of the value of the entire procurement, then the proper size standard is the one for that particular industry, and not the Environmental Remediation Service size standard.

**NOTE 15:** Subsector 483 – Water Transportation - Offshore Marine Services: The applicable size standard shall be \$30.5 million for firms furnishing specific transportation services to concerns engaged in offshore oil and/or natural gas exploration, drilling production, or marine research; such services encompass passenger and freight transportation, anchor handling, and related logistical services to and from the work site.

**NOTE 16.** NAICS code 611519 – Job Corps Centers. For classifying a Federal procurement, the purpose of the solicitation must be for the management and operation of a U.S. Department of Labor Job Corps Center. The activities involved include admissions activities, life skills training, educational activities, comprehensive career preparation activities, career development activities, career transition activities, as well as the management and support functions and services needed to operate and maintain the facility. For SBA assistance as a small business concern, other than for Federal Government procurements, a concern must be primarily engaged in providing the services to operate and maintain Federal Job Corps Centers.

**NOTE 17.** NAICS code 115310 – Support Activities for Forestry – Forest Fire Suppression and Fuels Management Services are two components of Support Activities for Forestry. Forest Fire Suppression includes establishments which provide services to fight forest fires. These firms usually have fire-fighting crews and equipment. Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.

**NOTE 18.** NAICS code 541519 – An Information Technology Value Added Reseller provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. Significant value added services consist of, but are not limited to, configuration consulting and

design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less 45 the cost of information technology hardware, computer software, and profit. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement. To qualify as an Information Technology Value Added Reseller for purposes of SBA assistance, other than for Government procurement, a concern must be primarily engaged in providing information technology equipment and computer software and provide value added services which account for at least 15% of its receipts but not more than 50% of its receipts.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PS-0044	3. Effective Date: Oct 06, 2016	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			X	10A. Modification of Contract/Order No. GS-10F-0118S  10B. Dated (See Item 13) Jan 27, 2006
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> is extended         </div> <div style="width: 45%; text-align: center;"> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  The above numbered contract under Federal Supply Schedule Industrial Group 00CORP - Professional Services Schedule (PSS) is hereby modified as follows: Revise the contract terms and conditions as negotiated in association with Audit Report Number A150096/Q/6/X16029 dated March 24, 2016; see SF 30 Continuation.  NOTE: Failure to update your electronic file submission IAW GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule)), will adversely impact the customer's ability to use your <div style="text-align: right;">Continue next page...</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
See above		above		See above
Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)		16C. DATE SIGNED

Continuation of Description...

services.

Block 13 Notes  
-----

Block 13.C:

Clause 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (c), Changes

List of Documents for the eMod Package:

-----  
File Name: 01 CSP October 2016 FINAL.docx  
Submit Date: 10/05/2016 12:12:01:37  
Description: CSP October 2016 FINAL - PS-0044

File Name: 01 PPL October 2016 FINAL.xlsx  
Submit Date: 10/05/2016 12:14:14:24  
Description: PPL October 2016 FINAL - PS-0044

File Name: 01 SF\_30\_Continuation FINAL.pdf  
Submit Date: 10/05/2016 12:17:42:54  
Description: SF\_30\_Continuation FINAL - PS-0044



**COMMERCIAL SALES PRACTICES FORMAT (Use this format for services)**

Name of Offeror McKinsey & Company, Inc. Washington D.C.  
 SIN(s) 874-1 Date October 4, 2016

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public/state or local government at or based on market prices, cost build up or an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$ b(4) State beginning and ending of the 12-month period.  
 Beginning 1/1/2015 Ending 12/31/2015. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). In the event sales are made only to state or local governments, identify such sales accordingly.
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN	\$	SIN	\$	SIN	\$
874-1	b(4)				

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the prices (discounts, concessions, terms and conditions in any combination) which you offer the Government equal to or better than that offered to any customer acquiring the same items regardless of quantity or terms and conditions? (b) (4) (See definition of “concession” and “discount” in 552.212-70.)
- ((4) (a) Based on your written pricing policies (standard commercial sales practices in the event you do not have written pricing policies), provide information as requested for each SIN (or group of SINs for which the information is the same). **The information should be attached separately via the Proposal Price List Spreadsheet.** Rows should be added to accommodate as many customers as required.

Column 1 – Customer	Column 2 –Price* (*Disclosures should be made on a separate sheet)	Column 3 – Quantity/Volume	Column 4 – Discounts, Concessions, Terms and Conditions
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (b) Identify prices offered to GSA in response to this solicitation for services using Proposal Price List Spreadsheet:

Column 5 – Price Offered to GSA	Column 6 – Unit of Issue (e.g., per hour, per day)	Column 7 – Quantity/Volume	Column 8 – Discount, Concessions, Terms and Conditions Offered to GSA
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (c) Do any deviations from your written policies or standard commercial sales practices disclosed in the chart in paragraph 4(a) ever result in better prices than indicated? (b) (4) If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

b(4) [REDACTED]

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best price. If you responded “NO” complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a price which equals or exceeds the price(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts, prices and/or policies that occur after the offer is submitted, but before the close of negotiations. If your pricing practices vary, the variations should be explained clearly to include a description of the circumstance, frequency, and selling terms and conditions. You may limit the information reported to those services that exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1—Identify the applicable customer or category of customer.** A "customer" is any entity which acquires supplies or services from the Offeror. The term customer includes, but is not limited to state and local governments, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's pricing policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the price.** Indicate the best price (based on your written pricing policies or standard commercial pricing practices if you do not have written pricing policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements; and whether the agreements are written or oral. If the price is a combination of various discounts (prompt payment, quantity, etc.), each type of discount should be fully identified and explained. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission. If market prices are used, provide documentation to substantiate pricing (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements and invoices, etc.) and identify the effective period, pricing and any other terms and conditions clearly. If prices are based on cost, provide information other than certified cost or pricing data to show how the offeror arrived at the proposed price. A price certification is not required. If rates are audited by a Federal Agency, include this information in the narrative. Disclosures should be made on a separate sheet.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period for the best price. When purchases/orders must be placed within a specified period to get the best price, indicate the time period.

**Column 4—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

**Columns 5-8—Fill in the requested information.**

If you respond “YES” to question 4 (c) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for

information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF)	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
874-1	Team A	Service Descriptions	Service Descriptions	Both	Worldwide	b(4)							\$ 133,196.00	b(4)		
874-1	Team B	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 167,943.00			
874-1	Team C	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 201,485.00			
874-1	Team D	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 217,801.00			
874-1	Team E	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 56,707.00			
874-1	Leadership Counseling	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 32,087.00			
874-1	Management Workshop	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 45,838.00			
												\$ -				
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF)	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF)	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			



Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 1 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

The above numbered contract under Federal Supply Schedule Industrial Group 00CORP – Professional Services Schedule (PSS) is hereby modified as follows:

1. This modification is to revise the contract terms and conditions as negotiated in association with Audit Report Number A150096/Q/6/X16029 dated March 24, 2016.
2. Awarded SINs:

SIN	Recovery	SIN Description
874-1	874-1RC	Integrated Consulting Services

3. The attached Commercial Sales Practice (CSP) Format dated October 4, 2016 (4 Pages)(**Exhibit A**) and Price Proposal List (PPL) (1 Page(s))(**Exhibit B**) are attached hereto and are hereby incorporated into the contract. The Contractor's Most Favored Customer(s) (MFCs) are all commercial customers and these customers receive discounts of (b) (4) off the Contractor's commercial market rates, except under the circumstances disclosed in the CSP. McKinsey Washington's commercial market rates include travel costs of (b) (4) however, McKinsey Washington discounted the rates for this GSA contract by (b) (4) and will bill travel at actual cost incurred without indirect expenses or profit added. Federal prime contractors, with government end users, even in the absence of a Letter of Authorization, are not considered commercial customers when all applicable prime contract requirements are flowed down to the subcontract with McKinsey Washington.

As noted in the October 4, 2016 CSP, McKinsey Washington (b) (4) standard commercial practices. (b) (4) (b) (4) comply with the notification requirements of Clause 552.238-75 Price Reductions (MAY 2004)(Alternate I – May 2003), except as provided for under paragraph (d) 1-4.

4. **Basis of Award:** In order to fulfill clause 552.238-75 (Alternate I), Price Reductions, the Government established all commercial customers as the Contractor's Basis of Award (BOA) and GSA prices, excluding the required .75% Industrial Funding Fee (IFF).

Any change in the Contractor's commercial pricing or discount arrangements which disturbs this relationship may constitute a price reduction and any such changes to pricing or discount arrangements to BOA customers must be reported to the GSA Procuring Contracting Officer (PCO).

5. **Awarded GSA Pricing:** Below is the team based pricing for the services awarded under the SIN shown in item #2 above. Awarded prices are based on (b) (4)


All prices include the 0.75% IFF.

Service	Price
Team A	\$133,196
Team B	\$167,943
Team C	\$201,485
Team D	\$217,801
Team E	\$56,707

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 2 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

Leadership Counseling	\$32,087
Management Workshop	\$45,838

6. **Economic Price Adjustments (EPA):** This modification modifies the contract from escalation based on a Commercial Price List to market based pricing with a fixed rate of escalation. Prices are based on Commercial Market Rates and economic price adjustments shall remain in accordance with clause I-FSS-969(b)(1) Economic Price Adjustment – FSS Multiple Award Schedules.

- a. (b)(4)
- b. (b)(4)
- c. (b)(4)

7. **Service Contract Act:** The Service Contract Act (SCA) is applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29, CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA eligible labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of this contract.

8. **Service Descriptions:** The service descriptions as reflected below for all awarded services are hereby incorporated into and made a part of the contract as attached.

SIN	Team Name	Team Description
874-1	Team A	<p>Team A integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>A full-time team of one Engagement Manager and one Associate or Business Analyst, who lead the day-to-day work (e.g., interviews and data collection, analysis,</li> </ul>

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 3 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</p> <ul style="list-style-type: none"> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1	Team B	<p>Team B integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and two Associates or Business Analysts, who lead the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1	Team C	<p>Team C integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement,</li> </ul>

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 4 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>and lead problem solving with the team</p> <ul style="list-style-type: none"> <li>■ A full-time team of one Engagement Manager and three Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1	Team D	<p>Team D integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team.</li> <li>■ A full-time team of one Engagement Manager and four Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1	Team E	<p>Team E integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery, actively manages the engagement, and leads problem solving with the team</li> </ul>

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 5 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<ul style="list-style-type: none"> <li>■ A full-time team of one Associate or Business Analyst, who leads the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time Associate or Business Analyst draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1	Leader-ship counseling	<p>Leadership counseling integrates five distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery and actively manages the engagement</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> </ul>
874-1	Manage-ment work-shop	<p>A Management Workshop is a one-day event led by two consultants, who meet with a group of clients to help them address a top management issue, understand industry trends, or build their skills. The consultants prepare materials, such as data analysis, interview summaries, market intelligence, best practices, and management options, to help ensure that the workshop is content-rich and fact-based. A Management Workshop includes a minimum of 4 and a maximum of 40 clients</p>

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S PS-0044	Page 6 of 6
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

--	--	--

Personnel category	Education	Experience
Senior Partner	Most Senior Partners have a graduate degree from a leading academic institution. At a minimum, Senior Partners have a Bachelor's degree.	Senior Partners typically have 20+ years of experience.  At a minimum, Senior Partners have 10 years of experience.
Partner	Most Partners have a graduate degree from a leading academic institution. At a minimum, Partners have a Bachelor's degree.	Partners typically have 9-15 years of experience.  At a minimum, Partners have 5 years of experience.
Engagement Manager	Most Engagement Managers have a graduate degree from a leading academic institution. At a minimum, Engagement Managers have a Bachelor's degree.	Engagement Managers typically have 5-7 years of experience.  At a minimum, Engagement Managers have 2 years of experience.
Associate	Most Associates have a graduate degree from a leading academic institution. At a minimum, Associates have a Bachelor's degree.	Associates typically have 3-5 years of experience.  At a minimum, Associates have 1 year of experience.
Business Analyst	At a minimum, Business Analysts have a Bachelor's degree.	Business Analysts typically have 0-2 years of experience.  At a minimum, Business Analysts have 0 years of experience and are recent college graduates.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PA-0045	3. Effective Date: Oct 12, 2016	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. GS-10F-0118S 10B. Dated (See Item 13) Jan 27, 2006	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> is extended         </div> <div style="width: 45%; text-align: center;"> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral <u>See Block 13 Notes...</u>			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  Contract GS-10F-0118S is hereby modified to make the following administrative changes:  Deleted ----- Michael D. Dixon Contracting Officer and Contracting Specialist Phone: 253-931-7037 Email: michael.dixon@gsa.gov  <div style="text-align: right;">Continue next page</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Michael D. Dixon		
15B. CONTRACTOR/OFFEROR  <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Oct 12, 2016	



Continuation of Description...

Added

-----

Kenny K Yiu

Contracting Officer and Contracting Specialist

Phone: 253-931-7915

Email: kenny.yiu@gsa.gov

## Block 13 Notes

-----

### Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PS-0046	3. Effective Date: Dec 23, 2016	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE	
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			X	10A. Modification of Contract/Order No. GS-10F-0118S  10B. Dated (See Item 13) Jan 27, 2006
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> is extended         </div> <div style="width: 45%; text-align: right;"> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  The above numbered contract under Federal Supply Schedule Industrial Group 00CORP - Professional Services Schedule (PSS) is modified as follows: Add SINs 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC to the contract; see SF 30 Continuation.  NOTE: Failure to update your electronic file submission IAW GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule)), will adversely impact the customer's ability to use your <div style="text-align: right;">Continue next page...</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
See	above	By See above		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

Continuation of Description...

services.

Block 13 Notes  
-----

Block 13.C:

GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule))

List of Documents for the eMod Package:

-----  
File Name: csp.pdf  
Submit Date: 11/7/2016 6:47:27 PM  
Description: Commercial Sales Practices Format

File Name: SF 30 Continuation - PS-0046.pdf  
Submit Date: 12/12/2016 09:18:09:26  
Description: SF 30 Continuation - PS-0046

File Name: McKinsey Washington CSP\_12-08-2016.docx  
Submit Date: 12/12/2016 09:19:18:51  
Description: Final CSP - PS-0046

File Name: Exhibit B - McKinsey Washington CSP-PPL\_12-2016.xlsx  
Submit Date: 12/19/2016 10:28:35:37  
Description: Final CSP - PPL - PS-0046

## Commercial Sales Practice

1a. Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year:

(b)(4)

1b. State beginning and ending of the 12 month period.

• *Begin: 12/31/2014 to End: 12/31/2015*

In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

•

2a. Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered.

SIN	Description	Estimated Value
874 1	(b)(4)	(b)(4)
520 21	(b)(4)	(b)(4)
520 3	(b)(4)	(b)(4)
541 4A	(b)(4)	(b)(4)
874 501	(b)(4)	(b)(4)
874 6	(b)(4)	(b)(4)
874 7	(b)(4)	(b)(4)
C595 21	(b)(4)	(b)(4)
C132 51	(b)(4)	(b)(4)

2b. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

•

3. Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions?

• (b)(4)



4a. Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

**Discount as basis of CSP**

Customer	Discount	Quantity or Volume	FOB Term	Concessions	Offer/ Contract
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

4b. Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated?

• (b) (4)

If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

• (b) (4)

NOTE: The Commercial Sales Practice data in this file may not reflect any revisions resulting from other pending Contract Modification or those previously submitted and awaiting CO approval.

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team A	Service Descriptions	Service Descriptions	Both	Worldwide	<div>(b) (4)</div>							\$ 133,196.00	<div>(b) (4)</div>		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team B	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 167,943.00			
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team C	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 201,485.00			
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team D	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 217,801.00			
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team E	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 56,707.00			
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Leadership Counseling	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 32,087.00			
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Management Workshop	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 45,838.00			
												\$ -				
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)	Page Location
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			
										\$ -		\$ -	\$ -			

**COMMERCIAL SALES PRACTICES FORMAT (Use this format for services)**

Name of Offeror McKinsey & Company, Inc. Washington D.C. \_\_\_\_\_  
 SIN(s) 874-1, 520-21, 520-3, 541-4A, 874-501, 874-6, 874-7, C595-21, C132-51 \_\_\_\_ Date \_\_\_\_ December 8, 2016

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public/state or local government at or based on market prices, cost build up or an established catalog or market price during the previous 12-month period or the offerors last fiscal year: (b) (4) State beginning and ending of the 12-month period.  
 Beginning 1/1/2015 Ending 12/31/2015 . In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). In the event sales are made only to state or local governments, identify such sales accordingly.
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN	\$	SIN	\$	SIN	\$
874-1	(b) (4)	541-4A	(b) (4)	874-7	(b) (4)
520-21	(b) (4)	874-501	(b) (4)	C595-21	(b) (4)
520-3	(b) (4)	874-6	(b) (4)	C132-51	(b) (4)

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the prices (discounts, concessions, terms and conditions in any combination) which you offer the Government equal to or better than that offered to any customer acquiring the same items regardless of quantity or terms and conditions? (b) (4) (See definition of “concession” and “discount” in 552.212-70.)
- (4) (a) Based on your written pricing policies (standard commercial sales practices in the event you do not have written pricing policies), provide information as requested for each SIN (or group of SINs for which the information is the same). **The information should be attached separately via the Proposal Price List Spreadsheet.** Rows should be added to accommodate as many customers as required.

Column 1 – Customer	Column 2 –Price* (*Disclosures should be made on a separate sheet)	Column 3 – Quantity/Volume	Column 4 – Discounts, Concessions, Terms and Conditions
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (b) Identify prices offered to GSA in response to this solicitation for services using Proposal Price List Spreadsheet:

Column 5 – Price Offered to GSA	Column 6 – Unit of Issue (e.g., per hour, per day)	Column 7 – Quantity/Volume	Column 8 – Discount, Concessions, Terms and Conditions Offered to GSA
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (c) Do any deviations from your written policies or standard commercial sales practices disclosed in the chart in paragraph 4(a) ever result in better prices than indicated? (b) (4) If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

(b) (4) [REDACTED] :

(b) (4) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

(b) (4) [REDACTED]

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best price. If you responded “NO” complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a price which equals or exceeds the price(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts, prices and/or policies that occur after the offer is submitted, but before the close of negotiations. If your pricing practices vary, the variations should be explained clearly to include a description of the circumstance, frequency, and selling terms and conditions. You may limit the information reported to those services that exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1—Identify the applicable customer or category of customer.** A "customer" is any entity which acquires supplies or services from the Offeror. The term customer includes, but is not limited to state and local governments, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's pricing policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the price.** Indicate the best price (based on your written pricing policies or standard commercial pricing practices if you do not have written pricing policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements; and whether the agreements are written or oral. If the price is a combination of various discounts (prompt payment, quantity, etc.), each type of discount should be fully identified and explained. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission. If market prices are used, provide documentation to substantiate pricing (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements and invoices, etc.) and identify the effective period, pricing and any other terms and conditions clearly. If prices are based on cost, provide information other than certified cost or pricing data to show how the offeror arrived at the proposed price. A price certification is not required. If rates are audited by a Federal Agency, include this information in the narrative. Disclosures should be made on a separate sheet.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period for the best price. When purchases/orders must be placed within a specified period to get the best price, indicate the time period.

**Column 4—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

**Columns 5-8—Fill in the requested information.**

If you respond “YES” to question 4 (c) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for



information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S / PS-0046	Page 1 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

The above numbered contract under Federal Supply Schedule Industrial Group 00CORP – Professional Services Schedule (PSS) is hereby modified as follows:

1. This modification hereby adds SINs 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC to the contract. All of the currently awarded services are sufficient to cover all of the new SINs being added.
2. Awarded SINs: The newly added SINs are in bold type.

SIN	Recovery	SIN Description
874-1	874-1RC	Integrated Consulting Services
<b>520-3</b>	<b>520-3RC</b>	<b>Due Diligence and Support Services</b>
<b>520-21</b>	<b>520-21RC</b>	<b>Program Management Services</b>
<b>541-4A</b>	<b>541-4A RC</b>	<b>Market Research and Analysis</b>
<b>874-6</b>	<b>874-6RC</b>	<b>Acquisition Management Support</b>
<b>874-7</b>	<b>874-7RC</b>	<b>Integrated Business Program Support Services</b>
<b>874-501</b>	<b>874-501RC</b>	<b>Supply and Value Chain Management</b>
<b>C595-21</b>	<b>C595-21RC</b>	<b>Human Resource Services</b>
<b>C132-51</b>	<b>C132-51RC</b>	<b>Information Technology Professional Services</b>

3. The attached Commercial Sales Practice (CSP) Format dated 12-8-2016 (4 Pages) (**Exhibit A**) and Price Proposal List (PPL) (1 Page) (**Exhibit B**) are attached hereto and are hereby incorporated into the contract. The Contractor's Most Favored Customer(s) (MFCs) are all commercial customers, and these customers receive discounts of (b) (4) percent off the Contractor's commercial market prices, except under the circumstances disclosed in the CSP. McKinsey Washington's commercial market prices include travel costs of (b) (4) percent; however, McKinsey Washington discounted the rates for this GSA contract by (b) (4) percent and will bill travel at actual cost incurred without indirect expenses or profit added. Federal prime contractors, with Government end users, even in the absence of a Letter of Authorization, are not considered commercial customers when all applicable prime contract requirements are flowed down to the subcontract with McKinsey Washington.

As noted in the CSP dated 12-8-2016 and as agreed to in modification PS-0044 dated 10-5-2016, McKinsey Washington (b) (4) standard commercial practices. (b) (4)

(b) (4) comply with the notification requirements of Clause 552.238-75, Price Reductions (May 2004) (Alternate I – May 2003), except as provided for under paragraph (d) 1-4.

4. **Basis of Award (BOA):** In order to fulfill Clause 552.238-75 (Alternate I), Price Reductions, the Government established all commercial customers as the BOA class of customers, and GSA's prices excluding the required 0.75 percent Industrial Funding Fee (IFF) are at least equal to or less than those charged to the BOA class of customers.

Any change in the Contractor's commercial pricing or discount arrangements which disturbs this relationship may constitute a price reduction and any such changes to

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S / PS-0046	Page 2 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

pricing or discount arrangements to BOA customers must be reported to the GSA Procurement Contracting Officer (PCO).

5. **Awarded GSA Pricing:** Below is the team-based pricing for the services awarded under SINs 874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC. (b) (4)
- . All prices include the 0.75 percent IFF.

Service	Price
Team A	\$133,196
Team B	\$167,943
Team C	\$201,485
Team D	\$217,801
Team E	\$56,707
Leadership Counseling	\$32,087
Management Workshop	\$45,838

6. **Economic Price Adjustments (EPA):** Prices are based on commercial market prices and economic price adjustments shall remain in accordance with Clause I-FSS-969, paragraph (b) (1), Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002).
- a. (b) (4)
- b. (b) (4)
- c. (b) (4)

If any Service Contract Act (SCA) covered labor categories are added to this contract in the future, they will be escalated in accordance with Clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0046	PAGE OF PAGES Page 3 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

Option Contracts) (Sep 2009). In addition to Clause 52.222-43, the same method of escalation above for non-SCA applicable labor categories also applies.

7. **Service Contract Act (SCA):** The SCA narrative below is incorporated into the contract and must be included in the Contractor's price catalog on GSA Advantage.

The Service Contract Act (SCA) is applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29, CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA eligible labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of this contract.

8. **Service Descriptions:** The service descriptions as shown below for all awarded services are incorporated into the contract and must be included in the Contractor's price catalog on GSA Advantage.

SIN	Team Name	Team Description
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team A	<p>Team A integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and one Associate or Business Analyst, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> </ul>

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0046	PAGE OF PAGES Page 4 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<ul style="list-style-type: none"> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team B	<p>Team B integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and two Associates or Business Analysts, who lead the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team C	<p>Team C integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and three Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or</li> </ul>

<b>Contract Modification</b>		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0046	PAGE OF PAGES Page 5 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		important trends <ul style="list-style-type: none"> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team D	Team D integrates seven distinctive capabilities into a seamless offering: <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team.</li> <li>■ A full-time team of one Engagement Manager and four Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team E	Team E integrates seven distinctive capabilities into a seamless offering: <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery, actively manages the engagement, and leads problem solving with the team</li> <li>■ A full-time team of one Associate or Business Analyst, who leads the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time Associate or Business Analyst draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to</li> </ul>

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0046	PAGE OF PAGES Page 6 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>answer clients' questions about issues such as best practices or important trends</p> <ul style="list-style-type: none"> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Leadership counseling	<p>Leadership counseling integrates five distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery and actively manages the engagement</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Management workshop	<p>A Management Workshop is a one-day event led by two consultants, who meet with a group of clients to help them address a top management issue, understand industry trends, or build their skills. The consultants prepare materials, such as data analysis, interview summaries, market intelligence, best practices, and management options, to help ensure that the workshop is content-rich and fact-based. A Management Workshop includes a minimum of 4 and a maximum of 40 clients</p>

Personnel Category	Education	Experience
Senior Partner	Most Senior Partners have a graduate degree from a leading academic institution. At a minimum, Senior Partners have a Bachelor's degree.	<p>Senior Partners typically have 20+ years of experience.</p> <p>At a minimum, Senior Partners have 10 years of experience.</p>



Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S Mod# PS-0043	PAGE                      OF                      PAGES Page 7 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C.		

Partner	Most Partners have a graduate degree from a leading academic institution. At a minimum, Partners have a Bachelor's degree.	Partners typically have 9-15 years of experience.  At a minimum, Partners have 5 years of experience.
Engagement Manager	Most Engagement Managers have a graduate degree from a leading academic institution. At a minimum, Engagement Managers have a Bachelor's degree.	Engagement Managers typically have 5-7 years of experience.  At a minimum, Engagement Managers have 2 years of experience.
Associate	Most Associates have a graduate degree from a leading academic institution. At a minimum, Associates have a Bachelor's degree.	Associates typically have 3-5 years of experience.  At a minimum, Associates have 1 year of experience.
Business Analyst	At a minimum, Business Analysts have a Bachelor's degree.	Business Analysts typically have 0-2 years of experience.  At a minimum, Business Analysts have 0 years of experience and are recent college graduates.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. AO-0047		3. EFFECTIVE DATE 01-01-2017		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (IF APPLICABLE) 00CORP	
6. Issued By  GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN, WA 98001		Code		7. ADMINISTERED BY (If other than Item 6)  GSA/FAS/QV0CE 401 WEST PEACHTREE ST ATLANTA, GA 30308		Code	
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412				(x)		9A. AMENDMENT OF SOLICITATION No.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER No. GS-10F-0118S	
						10B. DATED (SEE ITEM 13) JAN 20, 2006	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.							
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :							
[X] D. OTHER (Specify type of modification and authority) In accordance with clause 52.219.9 Small Business Subcontracting Plan and Contractors' Plan.							
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above number contract is modified as follows:  The above numbered contract, GS-10F-0118S, is hereby modified to incorporate the Small Business Plan for contractor s fiscal year January 01, 2017 through December 31, 2017. A copy of approved plan is attached.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Carol Huddleston Administrative Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		12/30/16	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		<b>STANDARD FORM 30 (REV. 10-83)</b> Prescribed by GSA, FAR (48 CFR) 53.243	

## SMALL BUSINESS SUBCONTRACTING PLAN OUTLINE (MODEL)

### Identification Data:

Company Name: McKinsey & Company, Inc. Washington D.C.  
Address: 1200 19<sup>th</sup> Street NW #1100  
Washington, DC 20036  
Date Prepared: 11/30/2016  
Solicitation Number: TFTP-MC-000874-B  
Item/Service: SIN 874.1 (consulting services)  
Fiscal Year: January 1 thru December 31, 2017

### 1. TYPE OF PLAN: (Check only one).

- ☐ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and apply for the full term of this contract.*
- ☐ MASTER PLAN: *In this type of plan, goals are separately developed for this contract in an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*
- ☒ COMMERCIAL PLAN: *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, and must submit the Summary Subcontracting Report through the eSRS website (<http://www.esrs.gov>) with a breakout of subcontracting prorated for GSA.*

### 2. GOALS:

*State separate dollar and percentage goals for small business, HUBZone small, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses in the following format. Express all dollar goals as a percentage of total planned subcontracting dollars.*

(b) (4)

Year	Spend
2011	(b) (4) actual
2012	(b) (4) actual
2013	(b) (4) actual
2014	(b) (4) actual
2015	(b) (4) actual
2016	(b) (4) actual

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

ESTIMATED DOLLAR VALUE OF ALL PLANNED SUBCONTRACTING			
2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as "other than small")

SUBCONTRACTING TO LARGE BUSINESS CONCERNS			
2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns: (Include Small Business, HUBZone Small, Small Disadvantaged business, Women-Owned Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Businesses)

SUBCONTRACTING TO SMALL BUSINESS CONCERNS			
2016	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

**SUBCONTRACTING TO HUBZONE SMALL BUSINESS CONCERNS**

2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns is:

**SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESS CONCERNS**

2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

**SUBCONTRACTING TO WOMEN-OWNED SMALL BUSINESS CONCERNS**

2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business concerns is:

**SUBCONTRACTING TO VETERAN OWNED SMALL BUSINESS CONCERN**

2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to service-disabled veteran-owned small business concerns is:

**SUBCONTRACTING TO SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS**

2017	1ST OPTION	2ND OPTION	3RD OPTION
(b) (4)	\$	\$	\$
(b) (4)	%	%	%

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

**BUSINESS CATEGORY OR SIZE**

PRODUCT/SERVICE	NAICS	LARGE	SMALL BUS.	HUB ZONE SB	SDB	WOSB	VOSB	SDVO SB
Other (non-salary and benefits) personnel		(b) (4)						
Travel and entertainment	5616	(b) (4)						
Office supplies and services	42412	(b) (4)						
Consulting services	5416	(b) (4)						

(Attach additional sheets if necessary.)

11. Explain the methods used to develop the subcontracting goals for small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses.

In preparation of this small business subcontracting plan, McKinsey & Company, Inc. Washington, D.C.

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

12. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses were determined.

McKinsey & Company, Inc. Washington, D.C. determined the subcontracting areas by:

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)



(b) (4)

13. How we access the capabilities of small business, HUBZone small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses concerns.

(b) (4)

14. Identify all source lists used in the determination process.

McKinsey & Company, Inc. Washington, D.C. shall use the following sources of information in identifying potential suppliers and evaluating their capabilities:

1. (b) (4)

2. (b) (4)

3. (b) (4)

4. (b) (4)

5. (b) (4)

6. (b) (4)

7. (b) (4)

8. (b) (4)

9. (b) (4)

J. Indirect and overhead costs   X   HAVE BEEN or        HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, HUBZone small, small disadvantaged business, women-owned small business, and service-disabled veteran-owned small businesses.

(b) (4)

3. PROGRAM ADMINISTRATOR:

*FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.*

Name: (b) (6)

Title: Manager of Office Services and Facilities

Position: same

Address: 1200 19<sup>th</sup> Street NW, Suite 1100, Washington, DC 20036

Telephone: (b) (6)

Duties: (b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

#### 4. EQUITABLE OPPORTUNITY

*FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, veteran-owned small business, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:*

A. Outreach efforts to obtain sources:

(b) (4)

Contacting minority and small business trade associations

Contacting business development organizations

Requesting sources from System for Award Management, Dynamic Small Business Search (DSB)

(b) (4)

Attending small, minority, and women-owned business procurement conferences and trade fairs.

B. Internal efforts to guide and encourage purchasing personnel:

(b) (4) Presenting workshops, seminars and training programs

(b) (4) Establishing, maintaining and using small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concern source lists, guides and other data for soliciting subcontracts

(b) (4)

Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOWDOWN

*FAR 52.219-9(d)(9) requires that your company provide assurances that it will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities.*

*FAR 52.219-9(d)(9) also requires that your company agrees in this plan that it will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9 (ALT II), "Small Business Subcontracting Plan."*

McKinsey & Company, Inc. Washington, D.C. agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports and Summary Subcontracting Reports through the eSRS website [www.esrs.gov](http://www.esrs.gov).

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

6. REPORTING AND COOPERATION

*FAR 19.704(a)(10) and clauses 52.219-9(d)(10) require assurances that the offeror will do the following:*

*McKinsey & Company, Inc., agrees to: (10)(i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit the Individual Subcontracting Report (ISR), and Summary Subcontracting Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS; (iv) ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS; (v) provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information in the eSRS when submitting their reports; and (vi) require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and*

*the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.*

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01-09/30	SSR	10/30

## 7. RECORDKEEPING

*FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:*

- A. Small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small businesses sources.
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 which indicate for each solicitation:
  - C1. Whether small business concerns were solicited, and if not, why not.
  - C2. Whether HUBZone small business concerns were solicited, and if not, why not.
  - C3. Whether small disadvantaged business concerns were solicited, and if not, why not.
  - C4. Whether women-owned small business concerns were solicited, and if not, why not.
  - C5. Whether veteran-owned small business concerns were solicited, and if not, why not.
  - C6. Whether service-disabled veteran-owned small business concerns were solicited, and if not, why not.
  - C7. Reasons that solicited small, small disadvantaged, HUBZone and women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns failed to receive the subcontract award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, HUBZone small, minority, women-owned small business procurement conference and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate

compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

#### 8. TIMELY PAYMENTS TO SUBCONTRACTORS

*FAR 52.219-8(a) requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns.*

(b) (4)

#### 9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small business, HUBZone small business, small disadvantaged business, Women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that the contractor must pay liquidated damages. In order to demonstrate your compliance with a good faith effort to achieve the small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.*

McKinsey & Company, Inc. Washington, D.C. will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

(b) (4)

(b) (4)

<u>Category</u>	<u>Percent of subcontract spend</u>
-----------------	-------------------------------------

*Small business	(b) (4)
-----------------	---------

*Women-owned small businesses	(b) (4)
-------------------------------	---------

*Small disadvantaged businesses	(b) (4)
---------------------------------	---------

*HUB Zone small businesses	(b) (4)
----------------------------	---------

*Service-disabled veteran owned small businesses	(b) (4)
--------------------------------------------------	---------

*Veteran-owned small businesses	(b) (4)
---------------------------------	---------

(b) (4)

(b) (4)

The offeror is advised that this subcontracting plan will be made a material part of the contract and that the submission of the SSR will be made a line item deliverable in the contract.

#### 10. SIGNATURES REQUIRED

This subcontracting plan was submitted by:

Signature:

b(6)

Typed Name: b(4)

This subcontracting plan was accepted by:

Signature:

Typed Name:

Title: Vice President- Legal and Assistant Secretary

Title: Contracting Officer

Date:

Date: 11/30/16



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PS-0049		3. Effective Date: Jan 27, 2017	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			X	10A. Modification of Contract/Order No. GS-10F-0118S  10B. Dated (See Item 13) Jan 27, 2006
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div> <input type="checkbox"/> is extended         </div> <div> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  The above numbered contract under Federal Supply Schedule Industrial Group 00CORP - Professional Services Schedule (PSS) is modified as follows: Adjust the escalation rates for the upcoming contract year, effective January 27, 2017, to be in line with the actual commercial escalation of the Contractor's services for 2017. As such, GSA's prices will be escalated (b) (4) percent for Team A, (b) (4) percent for Team B, (b) (4) percent for Team C, (b) (4) percent for Team D, (b) (4) percent for Team E, (b) (4) percent for Leadership Counseling, and (b) (4) percent for Management Workshop for the upcoming contract year only. For the other remaining years of this Option Period 2, escalation shall still be at a fixed rate <div style="text-align: right;">Continue next page...</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
See above		above		See above
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED

Continuation of Description...

of (b) (4) percent for all services offered under this contract, except as noted in Paragraphs 6 (a) and 6 (b) of the SF 30 Continuation; see SF 30 Continuation.

NOTE: Failure to update your electronic file submission IAW GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule)), will adversely impact the customer's ability to use your services.

## Block 13 Notes

-----

### Block 13.C:

GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule)) and Clause I-FSS-969, paragraph (b) (1), Economic Price Adjustment - FSS Multiple Award Schedule (Jan 2002)

List of Documents for the eMod Package:

-----  
File Name: McKinsey Washington CSP-PPL\_01-18-2017.xlsx  
Submit Date: 1/26/2017 4:56:09 PM  
Description: Vendor Defined

File Name: McKinsey Washington CSP\_01-18-2017.docx  
Submit Date: 1/26/2017 4:55:35 PM  
Description: Vendor Defined

File Name: SF 30 Continuation - PS-0049.pdf  
Submit Date: 01/26/2017 15:27:12:77  
Description: SF 30 Continuation - PS-0049

**COMMERCIAL SALES PRACTICES FORMAT (Use this format for services)**

Name of Offeror McKinsey & Company, Inc. Washington D.C. \_\_\_\_\_  
 SIN(s) 874-1, 520-21, 520-3, 541-4A, 874-501, 874-6, 874-7, C595-21, C132-51 \_\_\_\_ Date \_\_\_\_ January 18, 2017

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public/state or local government at or based on market prices, cost build up or an established catalog or market price during the previous 12-month period or the offerors last fiscal year: (b) (4) \_\_\_\_\_. State beginning and ending of the 12-month period.  
 Beginning 1/1/2016 \_\_\_\_\_ Ending 12/31/2016 \_\_\_\_\_. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). In the event sales are made only to state or local governments, identify such sales accordingly.
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN	\$	SIN	\$	SIN	\$
874-1	(b) (4)	541-4A	(b) (4)	874-7	(b) (4)
520-21	(b) (4)	874-501	(b) (4)	C595-21	(b) (4)
520-3	(b) (4)	874-6	(b) (4)	C132-51	(b) (4)

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the prices (discounts, concessions, terms and conditions in any combination) which you offer the Government equal to or better than that offered to any customer acquiring the same items regardless of quantity or terms and conditions? (b) (4) \_\_\_\_\_. (See definition of “concession” and “discount” in 552.212-70.)
- (4) (a) Based on your written pricing policies (standard commercial sales practices in the event you do not have written pricing policies), provide information as requested for each SIN (or group of SINs for which the information is the same). **The information should be attached separately via the Proposal Price List Spreadsheet.** Rows should be added to accommodate as many customers as required.

Column 1 – Customer	Column 2 –Price* (*Disclosures should be made on a separate sheet)	Column 3 – Quantity/Volume	Column 4 – Discounts, Concessions, Terms and Conditions
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (b) Identify prices offered to GSA in response to this solicitation for services using Proposal Price List Spreadsheet:

Column 5 – Price Offered to GSA	Column 6 – Unit of Issue (e.g., per hour, per day)	Column 7 – Quantity/Volume	Column 8 – Discount, Concessions, Terms and Conditions Offered to GSA
See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet	See Attached Proposal Price List (PPL) Spreadsheet

- (c) Do any deviations from your written policies or standard commercial sales practices disclosed in the chart in paragraph 4(a) ever result in better prices than indicated? (b) (4) \_\_\_\_\_. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

(b) (4) [Redacted]

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best price. If you responded “NO” complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a price which equals or exceeds the price(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts, prices and/or policies that occur after the offer is submitted, but before the close of negotiations. If your pricing practices vary, the variations should be explained clearly to include a description of the circumstance, frequency, and selling terms and conditions. You may limit the information reported to those services that exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1—Identify the applicable customer or category of customer.** A "customer" is any entity which acquires supplies or services from the Offeror. The term customer includes, but is not limited to state and local governments, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's pricing policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the price.** Indicate the best price (based on your written pricing policies or standard commercial pricing practices if you do not have written pricing policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements; and whether the agreements are written or oral. If the price is a combination of various discounts (prompt payment, quantity, etc.), each type of discount should be fully identified and explained. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission. If market prices are used, provide documentation to substantiate pricing (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements and invoices, etc.) and identify the effective period, pricing and any other terms and conditions clearly. If prices are based on cost, provide information other than certified cost or pricing data to show how the offeror arrived at the proposed price. A price certification is not required. If rates are audited by a Federal Agency, include this information in the narrative. Disclosures should be made on a separate sheet.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period for the best price. When purchases/orders must be placed within a specified period to get the best price, indicate the time period.

**Column 4—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

**Columns 5-8—Fill in the requested information.**

If you respond “YES” to question 4 (c) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for

information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.



SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team A	Service Descriptions	Service Descriptions	Both	Worldwide	<div>(b) (4)</div>						0	\$ 137,191.88	<div>(b) (4)</div>	
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team B	Service Descriptions	Service Descriptions	Both	Worldwide							7	\$ 172,611.82		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team C	Service Descriptions	Service Descriptions	Both	Worldwide							7	\$ 206,058.71		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team D	Service Descriptions	Service Descriptions	Both	Worldwide							9	\$ 222,331.26		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Team E	Service Descriptions	Service Descriptions	Both	Worldwide							1	\$ 58,408.21		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Leadership Counseling	Service Descriptions	Service Descriptions	Both	Worldwide							8	\$ 33,049.61		
520-21, 541-4A, 874-6, <small>See Detailed Description</small>	Management Workshop	Service Descriptions	Service Descriptions	Both	Worldwide							7	\$ 45,838.00		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

Page Location

Page Location

Page Location

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S / PS-0049	Page 1 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

The above numbered contract under Federal Supply Schedule Industrial Group 00CORP – Professional Services Schedule (PSS) is hereby modified as follows:

1. This modification hereby adjusts the escalation rates for the upcoming contract year, effective January 27, 2017, to be in line with the actual commercial escalation of the Contractor's services for 2017. As such, GSA's prices will be escalated (b) (4) percent for Team A, (b) (4) percent for Team B, (b) (4) percent for Team C, (b) (4) percent for Team D, (b) (4) percent for Team E, (b) (4) percent for Leadership Counseling, and (b) (4) percent for Management Workshop for the upcoming contract year only. For the other remaining years of this Option Period 2, escalation shall still be at a fixed rate of (b) (4) percent for all services offered under this contract, except as noted in Paragraphs 6 (a) and 6 (b) below.

2. Awarded SINs:

SIN	Recovery	SIN Description
874-1	874-1RC	Integrated Consulting Services
520-3	520-3RC	Due Diligence and Support Services
520-21	520-21RC	Program Management Services
541-4A	541-4A RC	Market Research and Analysis
874-6	874-6RC	Acquisition Management Support
874-7	874-7RC	Integrated Business Program Support Services
874-501	874-501RC	Supply and Value Chain Management
C595-21	C595-21RC	Human Resource Services
C132-51	C132-51RC	Information Technology Professional Services

3. The attached Commercial Sales Practice (CSP) Format dated 1-18-2017 (4 Pages) (**Exhibit A**) and Price Proposal List (PPL) (1 Page) (**Exhibit B**) are attached hereto and are hereby incorporated into the contract. The Contractor's Most Favored Customer(s) (MFCs) are all commercial customers, and these customers receive discounts of (b) (4) percent off the Contractor's commercial market prices, except under the circumstances disclosed in the CSP. McKinsey Washington's commercial market prices include travel costs of (b) (4) percent; however, McKinsey Washington discounted the rates for this GSA contract by (b) (4) percent and will bill travel at actual cost incurred without indirect expenses or profit added. Federal prime contractors, with Government end users, even in the absence of a Letter of Authorization, are not considered commercial customers when all applicable prime contract requirements are flowed down to the subcontract with McKinsey Washington.

As noted in the CSP dated 1-18-2017 and as agreed to in modification PS-0044 dated 10-5-2016, McKinsey Washington occasionally deviates from its standard commercial practices. The disclosure of deviations does not alter or impact the firm's responsibility to comply with the notification requirements of Clause 552.238-75, Price Reductions (May 2004) (Alternate I – May 2003), except as provided for under paragraph (d) 1-4.

4. **Basis of Award (BOA):** In order to fulfill Clause 552.238-75 (Alternate I), Price Reductions, the Government established all commercial customers as the BOA class of customers, and GSA's prices excluding the required 0.75 percent Industrial

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S / PS-0049	Page 2 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

Funding Fee (IFF) are at least equal to or less than those charged to the BOA class of customers.

Any change in the Contractor’s commercial pricing or discount arrangements which disturbs this relationship may constitute a price reduction and any such changes to pricing or discount arrangements to BOA customers must be reported to the GSA Procurement Contracting Officer (PCO).

5. **Awarded GSA Pricing:** Below is the team-based pricing for the services awarded under SINs 874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC. (b) (4)
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Service	Price
Team A	\$137,191.88
Team B	\$172,611.82
Team C	\$206,058.71
Team D	\$222,331.26
Team E	\$58,408.21
Leadership Counseling	\$33,049.61
Management Workshop	\$45,838.00

6. **Economic Price Adjustments (EPA):** Prices are based on commercial market prices and economic price adjustments shall remain in accordance with Clause I-FSS-969, paragraph (b) (1), Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002).

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0049	PAGE OF PAGES Page 3 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

(b) (4)

c. (b) (4)

If any Service Contract Act (SCA) covered labor categories are added to this contract in the future, they will be escalated in accordance with Clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (Sep 2009). In addition to Clause 52.222-43, the same method of escalation above for non-SCA applicable labor categories also applies.

7. **Service Contract Act (SCA):** The SCA narrative below is incorporated into the contract and must be included in the Contractor's price catalog on GSA Advantage.

The Service Contract Act (SCA) is applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29, CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA eligible labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of this contract.

8. **Service Descriptions:** The service descriptions as shown below for all awarded services are incorporated into the contract and must be included in the Contractor's price catalog on GSA Advantage.

SIN	Team Name	Team Description
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team A	<p>Team A integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and one Associate or Business Analyst, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and</li> </ul>

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0049	PAGE OF PAGES Page 4 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>functional topics</p> <ul style="list-style-type: none"> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team B	<p>Team B integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and two Associates or Business Analysts, who lead the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team C	<p>Team C integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and three Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much</li> </ul>

<b>Contract Modification</b>		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0049	PAGE OF PAGES Page 5 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>as needed to deliver superior results to the client</p> <ul style="list-style-type: none"> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team D	<p>Team D integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team.</li> <li>■ A full-time team of one Engagement Manager and four Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team E	<p>Team E integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery, actively manages the engagement, and leads problem solving with the team</li> <li>■ A full-time team of one Associate or Business Analyst, who leads the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time Associate or Business Analyst draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> </ul>

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0049	PAGE OF PAGES Page 6 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<ul style="list-style-type: none"> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Leader- ship counseling	<p>Leadership counseling integrates five distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery and actively manages the engagement</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Manage- ment work- shop	<p>A Management Workshop is a one-day event led by two consultants, who meet with a group of clients to help them address a top management issue, understand industry trends, or build their skills. The consultants prepare materials, such as data analysis, interview summaries, market intelligence, best practices, and management options, to help ensure that the workshop is content-rich and fact-based. A Management Workshop includes a minimum of 4 and a maximum of 40 clients</p>

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S Mod# PS-0043	Page 7 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C.		

Personnel Category	Education	Experience
Senior Partner	Most Senior Partners have a graduate degree from a leading academic institution. At a minimum, Senior Partners have a Bachelor's degree.	Senior Partners typically have 20+ years of experience.  At a minimum, Senior Partners have 10 years of experience.
Partner	Most Partners have a graduate degree from a leading academic institution. At a minimum, Partners have a Bachelor's degree.	Partners typically have 9-15 years of experience.  At a minimum, Partners have 5 years of experience.
Engagement Manager	Most Engagement Managers have a graduate degree from a leading academic institution. At a minimum, Engagement Managers have a Bachelor's degree.	Engagement Managers typically have 5-7 years of experience.  At a minimum, Engagement Managers have 2 years of experience.
Associate	Most Associates have a graduate degree from a leading academic institution. At a minimum, Associates have a Bachelor's degree.	Associates typically have 3-5 years of experience.  At a minimum, Associates have 1 year of experience.
Business Analyst	At a minimum, Business Analysts have a Bachelor's degree.	Business Analysts typically have 0-2 years of experience.  At a minimum, Business Analysts have 0 years of experience and are recent college graduates.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PA-0051		3. Effective Date: May 23, 2017	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:  9B. Dated (See Item 11)	
			<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">X</div> <div>           10A. Modification of Contract/Order No.            GS10F0118S             10B. Dated (See Item 13)            Jan 27, 2006         </div> </div>	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 20px; margin-right: 10px;"></div> <div>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers</div> <div style="margin: 0 20px;">is extended</div> <div style="border: 1px solid black; width: 40px; height: 20px; margin-right: 10px;"></div> <div>is not extended.</div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral <u>See Block 13 Notes...</u>			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority):			
E. <b>IMPORTANT:</b> Contractor: is not <div style="border: 1px solid black; padding: 0 5px;">X</div> , is <div style="border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></div> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)				
The above numbered contract under Federal Supply Schedule Industrial Group 00CORP - Professional Services Schedule (PSS) is modified as follows: A. Clause K-FSS-1 Authorized Negotiators (Mar 1998) is modified as follows: 1. (b) (6) and (b) (6) are hereby removed as authorized negotiators. 2. (b) (6) and (b) (6) remain authorized negotiators with authority to commit the company. B. The Contractor's request letter dated 5-22-2017 and signed by authorized <div style="text-align: right;">Continue next page</div>				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
Mod submitted by (b) (6)		Kenny K Yiu		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
<b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>		By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	May 24, 2017	

Continuation of Description...

negotiator (b) (6), Practice Manager, is attached to and made a part of this modification.

## Block 13 Notes

---

Block 13.B:

.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PS-0050		3. Effective Date: May 30, 2017	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) CORPORATE
6. Issued By:  General Service Administration GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN WA 98001			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100  WASHINGTON, DC 200362412			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			X	10A. Modification of Contract/Order No. GS10F0118S  10B. Dated (See Item 13) Jan 27, 2006
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div> <input type="checkbox"/> is extended         </div> <div> <input type="checkbox"/> is not extended.         </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...				
D. OTHER (Specify type of modification and authority):				
E. <b>IMPORTANT:</b> Contractor: is not <input type="checkbox"/> , is <input checked="" type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MOD FICATION (Organized by UCF section headings,including solicitation/contract subject matter where feasible.)  The above numbered contract under Federal Supply Schedule Industrial Group 00CORP - Professional Services Schedule (PSS) is modified as follows: Add the following under paragraph (4) (c) of the Commercial Sales Practices (CSP) Format: (b) (4) <div style="background-color: black; height: 100px; width: 100%;"></div>				
Continue next page...				
15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
See above		above		See above
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED

Continuation of Description...

(b) (4)

A large rectangular area of the document is completely redacted with a solid black fill. The redaction covers the majority of the upper half of the page, starting below the header and ending just above the note section.

NOTE: Failure to update your electronic file submission IAW GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (formerly Clause 552.243-72, Modifications (Multiple Award Schedule)), will adversely impact the customer's ability to use your services.

Block 13 Notes  
-----

Block 13.C:

Clause 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (c), Changes

List of Documents for the eMod Package:

-----  
File Name: csp.pdf  
Submit Date: 5/15/2017 3:43:46 PM  
Description: Commercial Sales Practices Format

File Name: McKinsey Washington CSP\_05-23-2017.pdf  
Submit Date: 05/25/2017 14:06:19:17  
Description: CSP Dated 5-23-2017 - PS-0050

File Name: McKinsey Washington CSP-PPL\_01-18-2017.xlsx  
Submit Date: 05/25/2017 14:07:22:63  
Description: CSP - PPL Dated 1-18-2017 - PS-0050

File Name: SF 30 Continuation - PS-0050.pdf  
Submit Date: 05/25/2017 14:09:42:63  
Description: SF 30 Continuation - PS-0050

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
520-21, 541-4A, 874-6,	Team A	Service Descriptions	Service Descriptions	Both	Worldwide	(b) (4)							\$ 137,191.88	(b) (4)	
520-21, 541-4A, 874-6,	Team B	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 172,611.82		
520-21, 541-4A, 874-6,	Team C	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 206,058.71		
520-21, 541-4A, 874-6,	Team D	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 222,331.26		
520-21, 541-4A, 874-6,	Team E	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 58,408.21		
520-21, 541-4A, 874-6,	Leadership Counseling	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 33,049.61		
520-21, 541-4A, 874-6,	Management Workshop	Service Descriptions	Service Descriptions	Both	Worldwide								\$ 45,838.00		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education / Certification Level	Minimum Years of Experience (cannot be a range)	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)*	Discount Offered to Commercial MFC (%)	Commercial MFC Price	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (including IFF) and State and Local Government customers purchasing off vehicles based on PSS	Discount Offered to GSA (off MFC Prices) (%)	Supporting Invoice or Document Number(Initial submittal)
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		
										\$ -		\$ -	\$ -		

Page Location



Page Location

Page Location

Contract Modification		
Standard Form 30 Continuation Sheet	CONTRACT NUMBER / MODIFICATION NUMBER	PAGE OF PAGES
	GS-10F-0118S / PS-0050	Page 1 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

The above numbered contract under Federal Supply Schedule Industrial Group 00CORP – Professional Services Schedule (PSS) is hereby modified as follows:

1. This modification hereby adds the following under paragraph (4) (c) of the Commercial Sales Practices (CSP) Format:

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Awarded SINs:

SIN	Recovery	SIN Description
874-1	874-1RC	Integrated Consulting Services
520-3	520-3RC	Due Diligence and Support Services
520-21	520-21RC	Program Management Services
541-4A	541-4A RC	Market Research and Analysis
874-6	874-6RC	Acquisition Management Support
874-7	874-7RC	Integrated Business Program Support Services
874-501	874-501RC	Supply and Value Chain Management
C595-21	C595-21RC	Human Resource Services
C132-51	C132-51RC	Information Technology Professional Services

3. The attached CSP dated 5-23-2017 (4 Pages) (**Exhibit A**) and Price Proposal List (PPL) dated 1-18-2017 (1 Page) (**Exhibit B**) are attached hereto and are hereby incorporated into the contract. The Contractor's Most Favored Customer(s) (MFCs) are (b) (4), and these customers receive discounts of (b) (4) off the Contractor's commercial market prices, except under the circumstances disclosed in the CSP. McKinsey Washington's commercial market prices include travel costs of (b) (4); however, McKinsey Washington discounted the rates for this GSA contract by (b) (4) and will bill travel at actual cost incurred without indirect expenses or profit added. Federal prime contractors, with Government end users, even in the absence of a Letter of Authorization, are not considered commercial customers when all applicable prime contract requirements are flowed down to the subcontract with McKinsey Washington.

As noted in the CSP dated 5-23-2017 and as agreed to in modification PS-0044 dated 10-5-2016, McKinsey Washington (b) (4) commercial practices. The (b) (4) comply with the notification requirements of Clause 552.238-75, Price Reductions (May 2004) (Alternate I – May 2003), except as provided for under paragraph (d) 1-4.

Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0050	PAGE OF PAGES Page 2 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

As noted in the CSP dated 5-23-2017, (b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. **Basis of Award (BOA):** In order to fulfill Clause 552.238-75 (Alternate I), Price Reductions, the Government established all commercial customers as the BOA class of customers, and GSA's prices excluding the required 0.75 percent Industrial Funding Fee (IFF) are at least equal to or less than those charged to the BOA class of customers.

Any change in the Contractor's commercial pricing or discount arrangements which disturbs this relationship may constitute a price reduction and any such changes to pricing or discount arrangements to BOA customers must be reported to the GSA Procurement Contracting Officer (PCO).

5. **Awarded GSA Pricing:** Below is the team-based pricing for the services awarded under SINs 874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC. Awarded prices are based on (b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] All prices include the 0.75 percent IFF.

Service	Price
Team A	\$137,191.88
Team B	\$172,611.82
Team C	\$206,058.71
Team D	\$222,331.26
Team E	\$58,408.21
Leadership Counseling	\$33,049.61
Management Workshop	\$45,838.00

6. **Economic Price Adjustments (EPA):** Prices are based on commercial market prices and economic price adjustments shall remain in accordance with Clause I-FSS-969, paragraph (b) (1), Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002).

- a. (b) (4)
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



<b>Contract Modification</b>		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0050	PAGE OF PAGES Page 4 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

		<p>draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</p> <ul style="list-style-type: none"> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team B	<p>Team B integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by two McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> <li>■ A full-time team of one Engagement Manager and two Associates or Business Analysts, who lead the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-	Team C	<p>Team C integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team</li> </ul>

<b>Contract Modification</b>		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0050	PAGE OF PAGES Page 5 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC		<ul style="list-style-type: none"> <li>■ A full-time team of one Engagement Manager and three Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Team D	<p>Team D integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by at least two and sometimes three McKinsey Partners/Senior Partners (part-time), who are accountable for delivery, actively manage the engagement, and lead problem solving with the team.</li> <li>■ A full-time team of one Engagement Manager and four Associates or Business Analysts, who lead the day-to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time team draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC,	Team E	<p>Team E integrates seven distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery, actively manages the engagement, and leads problem solving with the team</li> <li>■ A full-time team of one Associate or Business Analyst,</li> </ul>

<b>Contract Modification</b>		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S / PS-0050	PAGE OF PAGES Page 6 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C. (aka McKinsey Washington)		

C595-21, C595-21RC, C132-51, and C132-51RC		<p>who leads the day- to-day work (e.g., interviews and data collection, analysis, problem solving, communications). The full-time Associate or Business Analyst draws upon the following resources, capabilities, and expertise as much as needed to deliver superior results to the client</p> <ul style="list-style-type: none"> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> <li>■ World-class graphics support</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Leader-ship counseling	<p>Leadership counseling integrates five distinctive capabilities into a seamless offering:</p> <ul style="list-style-type: none"> <li>■ Committed leadership by one McKinsey Partner (part-time), who is accountable for delivery and actively manages the engagement</li> <li>■ Content experts (part-time), who bring world-class expertise and experience on relevant industry and functional topics</li> <li>■ Proprietary knowledge and tools that help our clients solve problems more efficiently and effectively</li> <li>■ Support for new solutions and advanced analytic techniques</li> <li>■ A research team that is available around-the-clock to answer clients' questions about issues such as best practices or important trends</li> </ul>
874-1, 874-1RC, 520-3, 520-3RC, 520-21, 520-21RC, 541-4A, 541-4A RC, 874-6, 874-6RC, 874-7, 874-7RC, 874-501, 874-501RC, C595-21, C595-21RC, C132-51, and C132-51RC	Manage-ment work-shop	<p>A Management Workshop is a one-day event led by two consultants, who meet with a group of clients to help them address a top management issue, understand industry trends, or build their skills. The consultants prepare materials, such as data analysis, interview summaries, market intelligence, best practices, and management options, to help ensure that the workshop is content-rich and fact-based. A Management Workshop includes a minimum of 4 and a maximum of 40 clients</p>



Contract Modification		
<b>Standard Form 30 Continuation Sheet</b>	CONTRACT NUMBER / MODIFICATION NUMBER GS-10F-0118S Mod# PS-0043	PAGE OF PAGES Page 7 of 7
NAME OF OFFEROR OR CONTRACTOR McKinsey & Company, Inc. Washington D.C.		

Personnel Category	Education	Experience
Senior Partner	Most Senior Partners have a graduate degree from a leading academic institution. At a minimum, Senior Partners have a Bachelor's degree.	Senior Partners typically have 20+ years of experience.  At a minimum, Senior Partners have 10 years of experience.
Partner	Most Partners have a graduate degree from a leading academic institution. At a minimum, Partners have a Bachelor's degree.	Partners typically have 9-15 years of experience.  At a minimum, Partners have 5 years of experience.
Engagement Manager	Most Engagement Managers have a graduate degree from a leading academic institution. At a minimum, Engagement Managers have a Bachelor's degree.	Engagement Managers typically have 5-7 years of experience.  At a minimum, Engagement Managers have 2 years of experience.
Associate	Most Associates have a graduate degree from a leading academic institution. At a minimum, Associates have a Bachelor's degree.	Associates typically have 3-5 years of experience.  At a minimum, Associates have 1 year of experience.
Business Analyst	At a minimum, Business Analysts have a Bachelor's degree.	Business Analysts typically have 0-2 years of experience.  At a minimum, Business Analysts have 0 years of experience and are recent college graduates.